

Regular Meeting  
Thursday, January 11, 2024 6:00 PM Central

NTDSE Administrative Center  
8701 Menard Ave  
Morton Grove, IL 60053

1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE - (6:00 p.m.)

**NTDSE GOVERNING BOARD District 67**

Noel Lorenzana  
 Katie Leslie (Alternate)

**District 68**

Dr. Noelle Sullivan  
 Jeffrey Sterbenc (Alternate)

**District 69**

Mark Chao  
 Ken Durr (Alternate)

**District 70**

Pamela Alper  
 George Karagozian (Alternate)

**District 71**

Matt Holbrook  
 Joe Kuffel (Alternate)

**District 72**

Jacqueline Bujdei  
 Estera Tomuta (Alternate)

**District 73**

Frank Santoro  
 Atanu Das (Alternate)

**District 73.5**

LaTasha Nelson  
 Maureen Jacob (Alternate)

**District 74**

John Vranas  
 Kevin Daly (Alternate)

**ADMINISTRATIVE TEAM MEMBERS**

Tarin Kendrick  
 Kathy Gavin  
 Candice Hartranft  
 Sheila Arad  
 Joy Singh  
 Christina Dimas

**OTHERS PRESENT**

2. AUDIENCE TO VISITORS

3. **PRESENTATION**

**Assistive Technology - Matt Baud and Krista Lafferty**

4. INFORMATION/ACTION: CONSENT AGENDA

Recommended motion: I recommend that the Governing Board approve the Consent Agenda, which includes the Open Session Minutes of November 9, 2023, the Personnel Report, and Accounts Payable reports for November 30, 2023, and December 31, 2023, as presented and recommended by the Executive Director.

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

4.A. APPROVAL OF MINUTES

4.A.1. Regular NTDSE Governing Board Minutes

4.B. PERSONNEL

4.C. ACCOUNTS PAYABLE

5. ADMINISTRATIVE REPORTS

5.A. Executive Director: Tarin Kendrick

5.A.1. Purchased Services Meetings

5.A.2. Legislative Breakfast

5.A.3. Safety Assessments Update

5.A.4. ED-RED

5.B. Director's Report: Candice Hartranft

5.C. Principal's Report: Chris Perry

5.D. Supervisor's Report: Sheila Arad

5.E. Technology Report: Joy Singh

6. COMMUNICATION TO THE NTDSE GOVERNING BOARD

6.A. Finance/Facilities Report: Kathy Gavin

6.B. Policy Report: President Chao

6.C. Collaborative for Curriculum (CFC) Report: President Chao

7. INFORMATION / DISCUSSION ITEMS

7.A. Proposed 2024-2025 Calendar

7.B. Proposed 2024-2025 Twelve-Month Employee Calendar

7.C. Executive Director's Evaluation

7.D. First Reading of PRESS Policies Issue 113 **2:220** Powers and Duties of the School; Indemnification, **2:110** Qualifications, Terms, and Duties of Board Officers, **2:120** Board Member Development, **2:150-AP** Superintendent Committees, **2:200** Types of School Board Meetings, **2:220** School Board Meeting Procedure, **2:220-E2** Motion to Adjourn to Closed Meeting, **2:220-E6** Log of Closed Meeting Minutes, **3:50** Administrative Personnel Other than the Superintendent, **4:10** Fiscal and Business Management, **4:30** Revenue and Investments, **4:60** Purchases and Contracts, **4:90** Student Activity and Fiduciary

Funds, **4:130** Free and Reduced-Price Food Services, **4:130-E** Free and Reduced-Price Food Services; Meal Charge Notifications, **4:160** Environmental Quality of Buildings and Grounds, **4:170** Safety, **5:30** Hiring Process and Criteria, **5:50** Drug and Alcohol-Free Workplace, E-Cigarette, Tobacco, and Cannabis Prohibition, **5:90** Abused and Neglected Child Reporting, **5:90-AP1** Coordination with Children’s Advocacy Center, **5:120** Employee Ethics, Code of Professional Conduct, and Conflict of Interest, **5:150** Personnel Records, **5:190** Teacher Qualifications, **5:200** Terms and Conditions of Employment and Dismissal, **5:210** Resignations, **5:200** Substitute Teachers, **5:250** Leaves of Absence, **5:330** Sick Days, Vacation, Holidays and Leaves, **6:15** School Accountability, **6:20** School Year Calendar and Day, **6:30** Organization of Instruction, **6:50** School Wellness, **6:60** Curriculum Content, **6:65** Student Social and Emotional Development, **6:230** Library Media Program, **6:240** Field Trips, **6:270** Guidance and Counseling Program, **6:280** Grading and Promotion, **7:50** School Admissions and Student Transfers To and From Non-District Schools, **7:60** Residence, **7:70** Attendance and Truancy, **7:160** Student Appearance, **7:165** School Uniforms, **7:190** Student Behavior, **7:250** Student Support Services, **7:270** Administering Medicines to Students, **7:285** Anaphylaxis Prevention, Response, and Management Program, **7:290** Suicide and Depression Awareness and Prevention, **7:345** Use of Educational Technologies; Student Data Privacy and Security, **8:30** Visitors to and Conduct on School Property

7.D.1. PRESS UpDate Memo Issue 113

7.D.2. PRESS Policies Issue 113

8. Closed Session

It is recommended that the Governing Board enter into closed session to discuss the following:

Personnel

The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act. 5 ILCS 120/2(c)(1).

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

9. INFORMATION / DISCUSSION / ACTION ITEMS

9.A. Destruction of Closed Session Recordings

**Recommended motion:** I recommend that the Governing Board authorize the destruction of audio recordings of its closed meetings, as listed in the attachment, and to which the closed meeting official documents have been approved and no

litigation under the Open Meetings Act is pending, as recommended by the Executive Director.

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

9.B. Release of Closed Session Minutes

Recommended motion: I recommend that the Governing Board find that the closed meeting minutes, as reflected in the attachment, continue to require confidentiality and not be released at this time, as recommended by the Executive Director.

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

9.C. Architect

Recommended Motion: I recommend that the Governing Board name ARCON as the NTDSE Architect of Record services as outlined in the attached memo and B-101 Master Agreement, as presented and recommended by the Executive Director.

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

9.D. H. Lane Schooling/Tuition

Recommended motion: I recommend that the Governing Board approve the amendment to Heather Lane's employment contract assuming 100% of tuition for NIU's CSBO program through May 2026.

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

9.E.FY 23 Audit and Financial Statements

Recommended Motion: I recommend that the FY 23 audited financial statements prepared by Lauterbach and Amen, LLP be accepted, as presented and recommended by the Audit Committee and the Executive Director.

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

10. COMMUNICATIONS: Tarin Kendrick

10.A. Enrollment Data

10.B. Staff Recognition

11. ADJOURNMENT

12. CALENDAR NOTES

February 19, 2024 - Non-Attendance Day

February 21, 2024 - Parent/Teacher Conferences (P.M.)

February 29, 2024 - Parent/Teacher Conferences (P.M.)

March 1, 2024 - Educator Institute Day

March 14, 2024 - Finance Committee Meeting - 5:00 P.M. - NTDSE Administrative Center

March 14, 2024 - Governing Board Meeting - 6:00 P.M. - NTDSE Administrative Center

***Niles Township District for Special Education  
Governing Board Meeting 1/11/2024***

***PERSONNEL REPORT***

It is recommended by the Executive Director that the Governing Board adopt the personnel report which includes the following:

**PERSONNEL**

**Employment**

**Matthew Bajkowski**, Paraprofessional, effective November 27, 2023

Education: DePaul Univ., BA, English Literary Studies, (2023)

Salary: \$20.50/hr.

**Michaela Barch**, Paraprofessional, effective December 18, 2023

Salary: \$20.00/hr.

**Flynn Berry**, Paraprofessional, effective November 20, 2023

Education: Univ. of Wis., AA, Special Education (2021)

Salary: \$20.50/hr.

**Brittany Jurasz (reinstated)**, Paraprofessional, effective January 8, 2024

Salary: \$23.33

**Xiomara Moreno**, Paraprofessional, effective January 8, 2024

Salary: \$19.50/hr.

**Misbah Puthawala**, Paraprofessional, effective January 8, 2024

Salary \$20.00/hr.

**Shamiran Sadah**, Paraprofessional, effective January 8, 2024

Salary: \$21.25/hr.

**Resignation**

Jeva Durakovic, Paraprofessional, effective December 1, 2023

Jeva worked for NTDSE for two years.

Andjela Vukosavljevic, Transportation Coordinator, effective January 5, 2024

Andjela worked for NTDSE for three years.

**Job Abandonment**

Hailey Ferman, Paraprofessional, effective November 3, 2023

Hailey worked for NTDSE for 1.5 years.

**Retirement Notification**

Helen Conroy, Occupational Therapist, effective June 2025

Ellen Pendelton, Physical Therapist, effective June 2025

Kathleen Sposato, Teacher, effective June 2025

Malgorzata Zarzeka, Paraprofessional, effective June 2025

**NILES TOWNSHIP DISTRICT FOR SPECIAL EDUCATION (NTDSE)  
BILLS PAYABLE – EFFECTIVE JANUARY 11, 2024**

The following amounts reflect totals from November 1, 2023, through  
November 30, 2023

Instructional Expenditures	Fund 00	\$41,458.98
Physical Plant	Fund 02	\$21,452.21
Fee for Service	Fund 04	\$4,357.08
Membership	Fund 07	\$30,542.55
Technical/Prof Development	Fund 08	\$4,380.11
LAN (Local Area Network)	Fund 11	\$
Medicaid	Fund 12	\$4,673.59
Improvement of Instruction	Fund 14	\$11,282.62
Operations & Maintenance	Fund 20	\$363,075.35
	<b>TOTAL</b>	<b>\$481,222.49</b>

The undersigned hereby certify that the amount shown above is a true and correct list of bills payable, approved, and ordered paid by the Governing Board, School District #807, Cook County at a meeting duly called and held on, January 11, 2024, in the amount of **\$481,222.49**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1093

11/08/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
APPLE	10220	12.0.1201.400.12.0000.68 Check #: 8070025631	Medicaid Supplies-MCD-D68	\$299.00
			Vendor Total:	\$299.00
BILL'S PLUMBING & SEWER, INC.		10.0.2540.300.02.0000.00 Check #: 8070025632	Physical Plant - contracted svc - PP	\$195.00
			Vendor Total:	\$195.00
CDW EDUCATION		10.0.2660.600.08.0000.00 Check #: 8070025633	Remote Management	\$750.00
			Vendor Total:	\$750.00
CITI CARDS		10.0.1201.400.00.0000.00 Check #: 8070025634	Supplies and Materials - I	\$1,401.04
		10.0.1201.404.00.0000.00 Check #: 8070025634	Instructional curriculum-satellite	\$312.17
		10.0.2140.400.00.0000.00 Check #: 8070025634	SUPPLIES & MATERIALS	\$42.12
		10.0.2150.400.00.0000.00 Check #: 8070025634	Speech-supplies-I	\$368.68
		10.0.2210.400.14.0000.00 Check #: 8070025634	Improv of Instr-supplies	\$70.58
		10.0.2210.491.14.0000.00 Check #: 8070025634	PD Supplies	\$308.87
		10.0.2311.300.07.0000.00 Check #: 8070025634	Board services- contracted svcs. M	\$102.26
		10.0.2311.490.07.0000.00 Check #: 8070025634	Board Svcs - misc supplies - M	\$51.51
		10.0.2410.400.00.0000.00 Check #: 8070025634	Principal Office-supplies-I	\$557.44
		10.0.2520.400.07.0000.00 Check #: 8070025634	Fiscal Services supplies - M	\$23.89

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1093

11/08/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
		10.0.2540.400.00.0000.00 Check #: 8070025634	Physical Plant supplies - I	\$36.07
		10.0.2660.400.00.0000.00 Check #: 8070025634	Tech supplies - I	\$295.31
		10.0.2660.400.08.0000.00 Check #: 8070025634	Tech supplies-TPD	\$135.63
		12.0.1201.400.12.0000.68 Check #: 8070025634	Medicaid Supplies-MCD-D68	\$35.60
		12.0.1201.400.12.0000.72 Check #: 8070025634	AT supplies - D72 - MCD	\$149.00
		60.0.2530.400.20.0000.12 Check #: 8070025634	Supplies for renovation	\$178.02
			Vendor Total:	\$4,068.19
COGNITIVE CONNECTIONS		10.0.1201.400.00.0000.00 Check #: 8070025635	Supplies and Materials - I	\$170.10
			Vendor Total:	\$170.10
CONTOUR LANDSCAPING, INC.		10.0.2540.323.00.0000.00 Check #: 8070025636	Snow Removal - I	\$175.00
			Vendor Total:	\$175.00
DIMARIA, MELODEE A		10.0.2130.332.00.0000.00 Check #: 8070025637	Health Svc-Travel-I	\$57.25
			Vendor Total:	\$57.25
DONOHUE, SIOBHAN L		10.0.2130.332.00.0000.00 Check #: 8070025638	Health Svc-Travel-I	\$28.43
			Vendor Total:	\$28.43
DSN GROUP		10.0.2660.400.08.0000.00 Check #: 8070025639	Tech supplies-TPD	\$1,840.00

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1093

11/08/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
			<b>Vendor Total:</b>	<b>\$1,840.00</b>
EFAX CORPORATION		10.0.2410.340.00.0000.00 Check #: 8070025640	Princ Office-phone-I	\$34.13
			<b>Vendor Total:</b>	<b>\$34.13</b>
ELAN FINANCIAL SERVICES*		10.0.1201.400.00.0000.00 Check #: 8070025641	Supplies and Materials - I	\$89.94
		10.0.1201.412.00.0000.00 Check #: 8070025641	PE supplies-I	\$35.99
		10.0.2150.336.00.0000.00 Check #: 8070025641	License renewal	\$255.63
		10.0.2210.338.14.0000.00 Check #: 8070025641	Improv of Instructn-conf expenses	\$310.00
		10.0.2540.323.02.0000.00 Check #: 8070025641	Contracted repairs/maintenance-PP	\$56.99
		10.0.2540.400.02.0000.00 Check #: 8070025641	Supplies - PP	\$79.82
		10.0.2660.300.08.0000.00 Check #: 8070025641	Tech-contracted svc-TPD	\$65.00
		60.0.2530.400.20.0000.12 Check #: 8070025641	Supplies for renovation	\$48.74
		60.0.2530.670.20.0000.12 Check #: 8070025641	Renovation costs - misc	\$548.00
			<b>Vendor Total:</b>	<b>\$1,490.11</b>
FORMATIVE PSYCHOLOGICAL SERVICES		10.0.2140.300.00.0000.00 Check #: 8070025642	Psych Services - Contracted - I	\$5,400.00
			<b>Vendor Total:</b>	<b>\$5,400.00</b>
FRIEDLANDER, TRACEY E		10.0.1201.332.00.0000.00 Check #: 8070025643	TRAVEL/MEETING EXPENSES	\$55.81

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1093

11/08/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
			Vendor Total:	\$55.81
GARVEY'S OFFICE PRODUCTS	96215	10.0.2210.491.14.0000.00 Check #: 8070025644	PD Supplies	\$145.50
		10.0.2540.400.00.0000.00 Check #: 8070025644	Physical Plant supplies - I	\$361.32
		10.0.2540.400.02.0000.00 Check #: 8070025644	Supplies - PP	\$90.33
			Vendor Total:	\$597.15
GRAINGER		10.0.2540.400.00.0000.00 Check #: 8070025645	Physical Plant supplies - I	\$125.67
			Vendor Total:	\$125.67
GRAYBAR FINANCIAL SERVICES, LLC		10.0.2410.340.00.0000.00 Check #: 8070025646	Princ Office--phone-I	\$1,945.12
			Vendor Total:	\$1,945.12
GROOT, INC		10.0.2540.321.00.0000.00 Check #: 8070025647	Phys Plant--Sanitation Svc-I	\$510.55
		10.0.2540.321.02.0000.00 Check #: 8070025647	Phys Plant--Sanitation Svc-PP	\$127.63
			Vendor Total:	\$638.18
ILLINOIS ASBO		10.0.2210.310.14.0000.00 Check #: 8070025648	Improv of Instruction - Membership Dues - NG	\$1,245.00
			Vendor Total:	\$1,245.00
LAUTERBACH & AMEN, LLP		10.0.2311.317.07.0000.00 Check #: 8070025649	Audit - non grant - M	\$23,200.00
			Vendor Total:	\$23,200.00
MEREDITH, MEGAN E				

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1093

11/08/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
		10.0.2140.332.00.0000.00 Check #: 8070025650	IN-DISTRICT TRAVEL	\$75.98
			Vendor Total:	\$75.98
MIKOLAJCZYK, THOMAS		10.0.1201.332.00.0000.00 Check #: 8070025651	TRAVEL/MEETING EXPENSES	\$193.29
			Vendor Total:	\$193.29
NET56		10.0.2660.300.08.0000.00 Check #: 8070025652	Tech-contracted svc-TPD	\$908.00
			Vendor Total:	\$908.00
NICHOLAS & ASSOCIATES, INC		60.0.2530.600.20.0000.12 Check #: 8070025653	Renovations fees	\$226,009.00
		60.0.2530.610.20.0000.12 Check #: 8070025653	Renovation - pass through cost	\$16,206.00
			Vendor Total:	\$242,215.00
O'MALLEY, KYLE A		10.0.2210.338.14.0000.00 Check #: 8070025654	Improv of Instructn-conf expenses	\$516.31
		10.0.2540.340.02.0000.00 Check #: 8070025654	Contracted communication vsc - PP	\$100.00
		10.0.2540.400.00.0000.00 Check #: 8070025654	Physical Plant supplies - I	\$34.88
			Vendor Total:	\$651.19
OCCHINO, MEGAN L		10.0.2140.332.00.0000.00 Check #: 8070025655	IN-DISTRICT TRAVEL	\$21.62
			Vendor Total:	\$21.62
PIKES SYSTEMS, INC.		10.0.2540.400.00.0000.00 Check #: 8070025656	Physical Plant supplies - I	\$379.41

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1093

11/08/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
		10.0.2540.400.02.0000.00 Check #: 8070025656	Supplies – PP	\$94.85
			Vendor Total:	\$474.26
PMA LEASING, INC.		10.0.1201.326.00.0000.00 Check #: 8070025657	Copier lease – non grant	\$992.22
			Vendor Total:	\$992.22
PREMISTAR-NORTH		10.0.2540.324.02.0000.00 Check #: 8070025658	HVAC-PP	\$14,759.54
			Vendor Total:	\$14,759.54
ROSENBERG, RENEE		10.0.2150.300.04.0000.00 Check #: 8070025659	Contracted SLP services	\$3,510.00
			Vendor Total:	\$3,510.00
RYBAK, ALANA N		10.0.1201.332.00.0000.00 Check #: 8070025660	TRAVEL/MEETING EXPENSES	\$111.81
			Vendor Total:	\$111.81
SCANLON, SOPHIE A		10.0.2150.332.00.0000.00 Check #: 8070025661	Speech services – I – non grant travel	\$46.24
			Vendor Total:	\$46.24
SMITHEREEN COMPANY	91750	10.0.2540.320.00.0000.00 Check #: 8070025662	Property Services-I	\$75.20
		10.0.2540.320.02.0000.00 Check #: 8070025662	Property Services-PP	\$18.80
			Vendor Total:	\$94.00
SWANSON, THOMAS		10.0.1201.332.00.0000.00 Check #: 8070025663	TRAVEL/MEETING EXPENSES	\$66.35

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1093

11/08/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
			Vendor Total:	\$66.35
The Autism helper, Inc.		10.0.1201.400.00.0000.00 Check #: 8070025664	Supplies and Materials - I	\$162.00
			Vendor Total:	\$162.00
THE HOME DEPOT PRO		10.0.2540.400.02.0000.00 Check #: 8070025665	Supplies - PP	\$88.20
			Vendor Total:	\$88.20
TOTSCH, KELLE		10.0.2210.338.14.0000.00 Check #: 8070025666	Improv of Instructn-conf expenses	\$260.00
			Vendor Total:	\$260.00
VAN ACKER, MICHELLE L		10.0.2130.332.04.0000.00 Check #: 8070025667	Health Svcs. - Travel - FFS	\$14.02
			Vendor Total:	\$14.02
VILLAGE OF MORTON GROVE*		10.0.2540.370.00.0000.00 Check #: 8070025668	Water / Sewer - I	\$525.89
		10.0.2540.370.02.0000.00 Check #: 8070025668	Water / Sewer - PP	\$122.30
			Vendor Total:	\$648.19
WELLS FARGO VENDOR FINANCIAL SER, LLC		10.0.1201.326.00.0000.00 Check #: 8070025669	Copier lease - non grant	\$361.84
			Vendor Total:	\$361.84
WEX BANK	15050	10.0.2540.464.02.0000.00 Check #: 8070025670	Truck gas & Supplies - PP	\$174.00
			Vendor Total:	\$174.00

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1093

11/08/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
WEX HEALTH, INC.		10.0.1201.225.00.0000.00 Check #: 8070025671	Flex Manangement	\$70.00
			Vendor Total:	\$70.00
WYMA, JESSICA		10.0.1201.332.00.0000.00 Check #: 8070025672	TRAVEL/MEETING EXPENSES	\$304.25
			Vendor Total:	\$304.25
			Grand Total:	\$308,516.14

End of Report

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1098

11/15/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
AGUILA, TIMOTHY N		10.0.1201.332.00.0000.00 Check #: 8070025673	TRAVEL/MEETING EXPENSES	\$68.91
			Vendor Total:	\$68.91
AIS, INC		10.0.2660.300.08.0000.00 Check #: 8070025674	Tech-contracted svc-TPD	\$594.00
			Vendor Total:	\$594.00
AT&T	15376	10.0.2660.300.08.0000.00 Check #: 8070025675	Tech-contracted svc-TPD	\$41.88
			Vendor Total:	\$41.88
CARDMEMBER SERVICES	16971	10.0.2210.310.14.0000.00 Check #: 8070025676	Improv of Instruction - Membership Dues - NG	\$1,445.00
		10.0.2210.338.14.0000.00 Check #: 8070025676	Improv of Instructn-conf expenses	\$1,875.00
		10.0.2210.491.14.0000.00 Check #: 8070025676	PD Supplies	\$630.09
		10.0.2311.300.07.0000.00 Check #: 8070025676	Board services- contracted svcs. M	\$1,284.23
		10.0.2311.490.07.0000.00 Check #: 8070025676	Board Svcs - misc supplies - M	\$131.89
			Vendor Total:	\$5,366.21
CHICAGO TRIBUNE	25752	10.0.3700.350.04.0000.00 Check #: 8070025677	Non-public-advert-FFS	\$10.69
			Vendor Total:	\$10.69
DUPAGE FEDERATION		10.0.1201.390.04.0000.00 Check #: 8070025678	Interpreter svc - FFS	\$471.16
			Vendor Total:	\$471.16

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1098

11/15/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
EMERGENT LEARNING ACADEMY		12.0.1201.400.12.0000.00 Check #: 8070025679	Instructional Supplies -MC	\$4,000.00
			Vendor Total:	\$4,000.00
GARVEY'S OFFICE PRODUCTS	96215	10.0.2210.491.14.0000.00 Check #: 8070025680	PD Supplies	\$39.96
		10.0.2630.404.00.0000.00 Check #: 8070025680	Supplies-Paper-I	\$375.20
			Vendor Total:	\$415.16
HAHN, KATHERINE A		10.0.2130.332.04.0000.00 Check #: 8070025681	Health Svcs. - Travel - FFS	\$153.53
			Vendor Total:	\$153.53
HALOGEN SUPPLY COMPANY		10.0.2540.404.02.0000.00 Check #: 8070025682	Supplies pool - PP	\$141.00
			Vendor Total:	\$141.00
HUMMEL, JOYCE D		10.0.2520.332.00.0000.00 Check #: 8070025683	Business Office - travel - I	\$19.65
			Vendor Total:	\$19.65
IMAGETEC		10.0.2630.405.07.0000.00 Check #: 8070025684	Ink and Toner	\$1,797.49
			Vendor Total:	\$1,797.49
KIM, DIANE D		10.0.1201.332.00.0000.00 Check #: 8070025685	TRAVEL/MEETING EXPENSES	\$112.01
			Vendor Total:	\$112.01
KOWALSKI, RONALD J				

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1098

11/15/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
		10.0.1201.332.00.0000.00 Check #: 8070025686	TRAVEL/MEETING EXPENSES	\$94.58
			Vendor Total:	\$94.58
MATEK, DEBORAH, DR.		10.0.2140.300.00.0000.00 Check #: 8070025687	Psych Services – Contracted – I	\$3,025.00
			Vendor Total:	\$3,025.00
NICOR GAS	14840	10.0.2540.465.00.0000.00 Check #: 8070025688	Natural Gas-I	\$582.79
		10.0.2540.465.02.0000.00 Check #: 8070025688	Natural Gas – PP	\$145.69
			Vendor Total:	\$728.48
NORTH COOK - IASA	46152	10.0.2210.310.14.0000.00 Check #: 8070025689	Improv of Instruction – Membership Dues – NG	\$150.00
			Vendor Total:	\$150.00
PENDLETON, ELLEN D		10.0.2130.332.00.0000.00 Check #: 8070025690	Health Svc–Travel-I	\$114.04
			Vendor Total:	\$114.04
SAENGVILAY, SANITA		10.0.2140.332.00.0000.00 Check #: 8070025691	IN-DISTRICT TRAVEL	\$18.01
			Vendor Total:	\$18.01
SAFLEY, KIRSTEN L		10.0.1201.332.00.0000.00 Check #: 8070025692	TRAVEL/MEETING EXPENSES	\$123.14
			Vendor Total:	\$123.14
SHAFER, CHRISTIANA K		10.0.1201.332.04.0000.00 Check #: 8070025693	Instructional – travel – FFS – non grant	\$106.64

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1098

11/15/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
			Vendor Total:	\$106.64
SpectrumVoIP		10.0.2410.340.00.0000.00 Check #: 8070025694	Princ Office-phone-I	\$374.71
			Vendor Total:	\$374.71
STEPHAN-FEINSOT, LESLEY D		10.0.2150.332.00.0000.00 Check #: 8070025695	Speech services - I - non grant travel	\$47.10
			Vendor Total:	\$47.10
TANK IT EASY		10.0.2540.300.02.0000.00 Check #: 8070025696	Physical Plant - contracted svc - PP	\$292.00
			Vendor Total:	\$292.00
			Grand Total:	\$18,265.39

End of Report

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1108

11/30/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
AIS, INC		10.0.2660.300.08.0000.00 Check #: 8070025702	Tech-contracted svc-TPD	\$45.60
			Vendor Total:	\$45.60
BESETZNY, JEANNE O		10.0.1201.332.00.0000.00 Check #: 8070025703	TRAVEL/MEETING EXPENSES	\$16.64
			Vendor Total:	\$16.64
BOND PRODUCTS	21200	10.0.2150.400.00.0000.00 Check #: 8070025704	Speech-supplies-I	\$206.44
			Vendor Total:	\$206.44
CANASTRA, REBECCA		10.0.1201.332.00.0000.00 Check #: 8070025705	TRAVEL/MEETING EXPENSES	\$62.49
			Vendor Total:	\$62.49
COLLARD, MARA L		10.0.1201.332.00.0000.00 Check #: 8070025706	TRAVEL/MEETING EXPENSES	\$35.24
			Vendor Total:	\$35.24
CONTOUR LANDSCAPING, INC.		10.0.2540.307.00.0000.00 Check #: 8070025707	Landscaping	\$3,304.00
		10.0.2540.307.02.0000.00 Check #: 8070025707	Landscaping - PP	\$827.00
			Vendor Total:	\$4,131.00
CRUZ, JULIENNE		10.0.1201.332.00.0000.00 Check #: 8070025708	TRAVEL/MEETING EXPENSES	\$129.82
		10.0.2410.400.00.0000.00 Check #: 8070025708	Principal Office-supplies-I	\$48.87
			Vendor Total:	\$178.69

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1108

11/30/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
ENGIE RESOURCES LLC		10.0.2540.460.00.0000.00 Check #: 8070025709	Electric-I	\$8,739.96
		10.0.2540.460.02.0000.00 Check #: 8070025709	Electric - PP	\$2,184.99
			<b>Vendor Total:</b>	<b>\$10,924.95</b>
ENGLER CALLAWAY BAASTEN & SRAGA, LLC		10.0.2210.338.14.0000.00 Check #: 8070025710	Improv of Instructn-conf expenses	\$2,080.00
			<b>Vendor Total:</b>	<b>\$2,080.00</b>
GARVEY'S OFFICE PRODUCTS	96215	10.0.2210.491.14.0000.00 Check #: 8070025711	PD Supplies	\$108.85
		10.0.2540.400.00.0000.00 Check #: 8070025711	Physical Plant supplies - I	\$360.04
		10.0.2540.400.02.0000.00 Check #: 8070025711	Supplies - PP	\$74.33
			<b>Vendor Total:</b>	<b>\$543.22</b>
GLENVIEW CYCLE		10.0.1201.412.00.0000.00 Check #: 8070025712	PE supplies-i	\$148.98
			<b>Vendor Total:</b>	<b>\$148.98</b>
ILLINOIS ASBO		10.0.2210.338.14.0000.00 Check #: 8070025713	Improv of Instructn-conf expenses	\$410.00
			<b>Vendor Total:</b>	<b>\$410.00</b>
INTERIORS FOR BUSINESS, INC		60.0.2530.541.20.0000.12 Check #: 8070025714	Furniture - renovation project	\$118,310.83
			<b>Vendor Total:</b>	<b>\$118,310.83</b>
KENDRICK, TARIN LEIGH				

## Niles Township District for Special Education #807

### Voucher Supplement Account Summary

Voucher Batch Number: 1108

11/30/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
		10.0.2210.338.14.0000.00 Check #: 8070025715	Improv of Instructn-conf expenses	\$217.46
			Vendor Total:	\$217.46
KULAGA, BRIAN M		10.0.1201.332.04.0000.00 Check #: 8070025716	Instructional - travel - FFS - non grant	\$42.90
			Vendor Total:	\$42.90
MINUTEMAN PRESS		10.0.2410.400.00.0000.00 Check #: 8070025717	Principal Office-supplies-I	\$192.00
			Vendor Total:	\$192.00
NILES TOWNSHIP DISTRICT FOR SPECIAL EDUC 57806		10.0.1201.421.00.0000.00 Check #: 8070025718	Community Experience-I	\$2,000.00
			Vendor Total:	\$2,000.00
NORTH SHORE OMEGA		10.0.2130.400.00.0000.00 Check #: 8070025719	Health Svc Supplies - I	\$75.00
			Vendor Total:	\$75.00
OCCHINO, MEGAN L		10.0.2140.332.00.0000.00 Check #: 8070025720	IN-DISTRICT TRAVEL	\$32.10
			Vendor Total:	\$32.10
PAGE, CAITLIN		10.0.2130.332.04.0000.00 Check #: 8070025721	Health Svcs. - Travel - FFS	\$48.14
			Vendor Total:	\$48.14
PARENTSQUARE INC		10.0.2210.312.14.0000.00 Check #: 8070025722	Improv of Instruction-Trainings-non grant	\$450.00
			Vendor Total:	\$450.00

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1108

11/30/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
PARK RIDGE-NILES SD64		10.0.2210.338.14.0000.00 Check #: 8070025723	Improv of Instructn-conf expenses	\$520.00
			Vendor Total:	\$520.00
PEKRON CONSULTING		60.0.2530.543.20.0000.12 Check #: 8070025724	ARCHITECH/PROF SVC – RENOVATION	\$1,195.00
			Vendor Total:	\$1,195.00
PIKES SYSTEMS, INC.		10.0.2540.400.00.0000.00 Check #: 8070025725	Physical Plant supplies – I	\$244.97
		10.0.2540.400.02.0000.00 Check #: 8070025725	Supplies – PP	\$61.24
			Vendor Total:	\$306.21
PIKULA, REBECCA A		10.0.1201.332.00.0000.00 Check #: 8070025726	TRAVEL/MEETING EXPENSES	\$41.07
			Vendor Total:	\$41.07
PREMISTAR-NORTH		10.0.2540.324.02.0000.00 Check #: 8070025727	HVAC-PP	\$1,190.00
			Vendor Total:	\$1,190.00
PUTLAK, CHRISTINE		10.0.2210.312.14.0000.00 Check #: 8070025728	Improv of Instruction-Trainings-non grant	\$500.00
			Vendor Total:	\$500.00
QUADIENT LEASING USA, INC		10.0.2410.340.00.0000.00 Check #: 8070025729	Princ Office-phone-I	\$475.38
			Vendor Total:	\$475.38
RELIANCE STANDARD LIFE INSURANCE				

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1108

11/30/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
		10.0.1201.234.00.0000.00 Check #: 8070025730	LTD Insurance	\$3,399.62
			Vendor Total:	\$3,399.62
ROBBINS,SCHWARTZ,NICHOLAS,LIFTON&T AYLOR	86420	10.0.2311.318.07.0000.00 Check #: 8070025731	Legal Services - M	\$3,742.72
			Vendor Total:	\$3,742.72
SONOVA USA INC	86542	12.0.1201.400.12.0000.70 Check #: 8070025732	AT supplies - D70 MCD	\$189.99
			Vendor Total:	\$189.99
TEE JAY SERVICE COMPANY, INC		10.0.2540.300.02.0000.00 Check #: 8070025733	Physical Plant - contracted svc - PP	\$628.50
			Vendor Total:	\$628.50
THOMAS, MEGAN		10.0.1201.332.00.0000.00 Check #: 8070025734	TRAVEL/MEETING EXPENSES	\$121.83
			Vendor Total:	\$121.83
ULINE		60.0.2530.400.20.0000.12 Check #: 8070025735	Supplies for renovation	\$579.76
			Vendor Total:	\$579.76
VIETTI, KERI		10.0.2130.332.00.0000.00 Check #: 8070025736	Health Svc-Travel-I	\$81.48
			Vendor Total:	\$81.48
VISION SERVICE PLAN (IL)	100260	10.0.2321.225.07.0000.00 Check #: 8070025737	Vision Insurance - M	\$208.56
			Vendor Total:	\$208.56

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1108

11/30/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
WIELGUS-HAGERTY, AMANDA S		10.0.2140.332.00.0000.00 Check #: 8070025738	IN-DISTRICT TRAVEL	\$47.16
			Vendor Total:	\$47.16
WILLIAM MACGILL		10.0.2130.400.00.0000.00 Check #: 8070025739	Health Svc Supplies - I	\$1,062.00
			Vendor Total:	\$1,062.00
			Grand Total:	\$154,440.96

End of Report

**NILES TOWNSHIP DISTRICT FOR SPECIAL EDUCATION (NTDSE)  
BILLS PAYABLE – EFFECTIVE JANUARY 11, 2024**

The following amounts reflect totals from December 1, 2023, through  
December 31, 2023

Instructional Expenditures	Fund 00	\$36,513.11
Physical Plant	Fund 02	\$7,758.50
Fee for Service	Fund 04	\$7,025.90
Membership	Fund 07	\$9,204.99
Technical/Prof Development	Fund 08	\$3,103.14
LAN (Local Area Network)	Fund 11	
Medicaid	Fund 12	\$1,446.63
Improvement of Instruction	Fund 14	\$7,114.69
Operations & Maintenance	Fund 20	\$59,680.50
	<b>TOTAL</b>	<b>\$131,847.46</b>

The undersigned hereby certify that the amount shown above is a true and correct list of bills payable, approved, and ordered paid by the Governing Board, School District #807, Cook County at a meeting duly called and held on, January 11, 2024, in the amount of **\$131,847.46**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

## Niles Township District for Special Education #807

### Voucher Supplement Account Summary

Voucher Batch Number: 1117

12/08/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
APPLE	10220	12.0.1201.400.12.0000.69 Check #: 8070025748	D69 Supplies – MCD	\$598.99
			Vendor Total:	\$598.99
ARAD, SHEILA EVE		10.0.2150.332.00.0000.00 Check #: 8070025749	Speech services – I – non grant travel	\$750.00
		10.0.2570.340.07.0000.00 Check #: 8070025749	Internal Svc-communications-M	\$600.00
			Vendor Total:	\$1,350.00
CHATTERBOX SPEECH THERAPY, LLC		10.0.2150.300.00.0000.00 Check #: 8070025750	Speech contracted services – I	\$3,195.00
			Vendor Total:	\$3,195.00
CITI CARDS		10.0.1201.400.00.0000.00 Check #: 8070025751	Supplies and Materials – I	\$699.02
		10.0.1201.400.00.0000.24 Check #: 8070025751	Tech instructional	\$52.01
		10.0.1201.412.00.0000.00 Check #: 8070025751	PE supplies-I	\$19.99
		10.0.1201.413.00.0000.00 Check #: 8070025751	Music Therapy supplies – I – non grant	\$15.99
		10.0.2130.404.00.0000.00 Check #: 8070025751	OT Supplies	\$49.73
		10.0.2150.400.00.0000.00 Check #: 8070025751	Speech-supplies-I	\$23.76
		10.0.2210.491.14.0000.00 Check #: 8070025751	PD Supplies	\$284.42
		10.0.2311.490.07.0000.00 Check #: 8070025751	Board Svcs – misc supplies – M	\$77.98
		10.0.2410.341.00.0000.00 Check #: 8070025751	Postage-I	\$19.01

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1117

12/08/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
		10.0.2410.400.00.0000.00 Check #: 8070025751	Principal Office-supplies-I	\$68.99
		10.0.2540.400.00.0000.00 Check #: 8070025751	Physical Plant supplies - I	\$256.68
		10.0.2660.400.00.0000.00 Check #: 8070025751	Tech supplies - I	\$67.04
		10.0.2660.400.08.0000.00 Check #: 8070025751	Tech supplies-TPD	(\$59.74)
		12.0.1201.400.12.0000.69 Check #: 8070025751	D69 Supplies - MCD	\$35.76
			Vendor Total:	\$1,610.64
CONTOUR LANDSCAPING, INC.		10.0.2540.323.00.0000.00 Check #: 8070025752	Snow Removal - I	\$654.00
			Vendor Total:	\$654.00
DIMARIA, MELODEE A		10.0.2130.332.00.0000.00 Check #: 8070025753	Health Svc-Travel-I	\$53.45
			Vendor Total:	\$53.45
DONEGAN, DAVID		10.0.2210.312.14.0000.00 Check #: 8070025754	Improv of Instruction-Trainings-non grant	\$1,000.00
			Vendor Total:	\$1,000.00
ELAN FINANCIAL SERVICES*		10.0.1201.413.00.0000.00 Check #: 8070025755	Music Therapy supplies - I - non grant	\$52.00
		10.0.2410.341.00.0000.00 Check #: 8070025755	Postage-I	\$18.51
		10.0.2410.400.00.0000.00 Check #: 8070025755	Principal Office-supplies-I	\$298.50
		10.0.2540.400.00.0000.00 Check #: 8070025755	Physical Plant supplies - I	\$18.27

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1117

12/08/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
		10.0.2540.400.02.0000.00 Check #: 8070025755	Supplies – PP	\$79.91
		10.0.2540.464.02.0000.00 Check #: 8070025755	Truck gas & Supplies – PP	\$90.14
		60.0.2530.670.20.0000.12 Check #: 8070025755	Renovation costs – misc	\$548.00
			Vendor Total:	\$1,105.33
FRIEDLANDER, TRACEY E		10.0.1201.332.00.0000.00 Check #: 8070025756	TRAVEL/MEETING EXPENSES	\$59.28
			Vendor Total:	\$59.28
FUMO, LIANNA		10.0.2130.310.00.0000.00 Check #: 8070025757	Contracted PT	\$2,880.00
			Vendor Total:	\$2,880.00
GARVEY'S OFFICE PRODUCTS	96215	10.0.2410.400.00.0000.00 Check #: 8070025758	Principal Office–supplies–I	\$12.54
		10.0.2540.400.00.0000.00 Check #: 8070025758	Physical Plant supplies – I	\$366.02
		10.0.2540.400.02.0000.00 Check #: 8070025758	Supplies – PP	\$91.51
			Vendor Total:	\$470.07
GAVIN, KATHY M		10.0.2520.332.07.0000.00 Check #: 8070025759	Business Office – travel – M	\$400.00
		10.0.2540.332.02.0000.00 Check #: 8070025759	Facility Svc – travel – PP	\$100.00
		10.0.2570.340.07.0000.00 Check #: 8070025759	Internal Svc–communications–M	\$600.00
			Vendor Total:	\$1,100.00
GETTY, KRISTINA K				

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1117      12/08/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
		10.0.2130.332.00.0000.00 Check #: 8070025760	Health Svc-Travel-I	\$28.30
			Vendor Total:	\$28.30
GRAYBAR FINANCIAL SERVICES, LLC		10.0.2410.340.00.0000.00 Check #: 8070025761	Princ Office-phone-I	\$1,945.12
			Vendor Total:	\$1,945.12
GROOT, INC		10.0.2540.321.00.0000.00 Check #: 8070025762	Phys Plant-Sanitation Svc-I	\$508.74
		10.0.2540.321.02.0000.00 Check #: 8070025762	Phys Plant-Sanitation Svc-PP	\$127.19
			Vendor Total:	\$635.93
HAIGES, DEBORAH A		10.0.2210.338.14.0000.00 Check #: 8070025763	Improv of Instructn-conf expenses	\$45.72
			Vendor Total:	\$45.72
HARTRANFT, CANDICE M		10.0.2410.332.00.0000.00 Check #: 8070025764	TRAVEL / MEETINGS	\$1,000.00
		10.0.2570.340.07.0000.00 Check #: 8070025764	Internal Svc-communications-M	\$600.00
			Vendor Total:	\$1,600.00
HUMMEL, JOYCE D		10.0.2210.338.14.0000.00 Check #: 8070025765	Improv of Instructn-conf expenses	\$37.46
			Vendor Total:	\$37.46
IUZZINI-SEIGEL, JENYA		10.0.2210.312.14.0000.00 Check #: 8070025766	Improv of Instruction-Trainings-non grant	\$600.00
			Vendor Total:	\$600.00
KENDRICK, TARIN LEIGH				

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1117

12/08/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
		10.0.2210.491.14.0000.00 Check #: 8070025767	PD Supplies	\$87.64
		10.0.2570.340.07.0000.00 Check #: 8070025767	Internal Svc-communications-M	\$600.00
			Vendor Total:	\$687.64
KONE		10.0.2540.300.02.0000.00 Check #: 8070025768	Physical Plant - contracted svc - PP	\$3,436.44
			Vendor Total:	\$3,436.44
KOWALSKI, RONALD J		10.0.1201.332.00.0000.00 Check #: 8070025769	TRAVEL/MEETING EXPENSES	\$64.71
			Vendor Total:	\$64.71
KROPVELD, ROCHELLE A		10.0.2410.400.00.0000.00 Check #: 8070025770	Principal Office-supplies-I	\$273.99
			Vendor Total:	\$273.99
LANE, HEATHER		10.0.1201.332.00.0000.00 Check #: 8070025771	TRAVEL/MEETING EXPENSES	\$1,000.00
		10.0.2570.340.07.0000.00 Check #: 8070025771	Internal Svc-communications-M	\$600.00
			Vendor Total:	\$1,600.00
MATEK, DEBORAH, DR.		10.0.2140.300.00.0000.00 Check #: 8070025772	Psych Services - Contracted - I	\$2,956.25
			Vendor Total:	\$2,956.25
MEREDITH, MEGAN E		10.0.2140.332.00.0000.00 Check #: 8070025773	IN-DISTRICT TRAVEL	\$59.61
			Vendor Total:	\$59.61
MIKOLAJCZYK, THOMAS				

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1117

12/08/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
		10.0.1201.332.00.0000.00 Check #: 8070025774	TRAVEL/MEETING EXPENSES	\$150.92
			Vendor Total:	\$150.92
NET56		10.0.2660.300.08.0000.00 Check #: 8070025775	Tech-contracted svc-TPD	\$908.00
			Vendor Total:	\$908.00
NICHOLAS & ASSOCIATES, INC		60.0.2530.600.20.0000.12 Check #: 8070025776	Renovations fees	\$46,524.00
			Vendor Total:	\$46,524.00
O'MALLEY, KYLE A		10.0.2540.340.02.0000.00 Check #: 8070025777	Contracted communication vsc - PP	\$100.00
			Vendor Total:	\$100.00
PAGE, CAITLIN		10.0.2130.332.04.0000.00 Check #: 8070025778	Health Svcs. - Travel - FFS	\$28.82
			Vendor Total:	\$28.82
PEKLER, KATHERINE		10.0.1201.400.00.0000.00 Check #: 8070025779	Supplies and Materials - I	\$54.97
			Vendor Total:	\$54.97
PERRY, CHRISTINE D		10.0.2410.332.00.0000.00 Check #: 8070025780	TRAVEL / MEETINGS	\$750.00
		10.0.2570.340.07.0000.00 Check #: 8070025780	Internal Svc-communications-M	\$600.00
			Vendor Total:	\$1,350.00
PMA LEASING, INC.		10.0.1201.326.00.0000.00 Check #: 8070025781	Copier lease - non grant	\$992.22

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1117

12/08/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
			Vendor Total:	\$992.22
ROSENBERG, RENEE		10.0.2150.300.04.0000.00 Check #: 8070025782	Contracted SLP services	\$6,570.00
			Vendor Total:	\$6,570.00
SAFLEY, KIRSTEN L		10.0.1201.332.00.0000.00 Check #: 8070025783	TRAVEL/MEETING EXPENSES	\$98.91
			Vendor Total:	\$98.91
SCANLON, SOPHIE A		10.0.2150.332.00.0000.00 Check #: 8070025784	Speech services - I - non grant travel	\$38.25
			Vendor Total:	\$38.25
SENTINEL		60.0.2530.670.20.0000.12 Check #: 8070025785	Renovation costs - misc	\$4,328.70
			Vendor Total:	\$4,328.70
SHEEDY, MARIE E		10.0.1201.332.00.0000.00 Check #: 8070025786	TRAVEL/MEETING EXPENSES	\$750.00
		10.0.2570.340.07.0000.00 Check #: 8070025786	Internal Svc-communications-M	\$600.00
			Vendor Total:	\$1,350.00
SINGH, JOYDEEP		10.0.2570.340.07.0000.00 Check #: 8070025787	Internal Svc-communications-M	\$600.00
		10.0.2660.332.00.0000.00 Check #: 8070025787	Tech - travel -- I - non grant	\$525.00
		10.0.2660.332.07.0000.00 Check #: 8070025787	Tech- travel - M	\$225.00
			Vendor Total:	\$1,350.00
SMITH, KRISTIN				

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1117

12/08/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
		10.0.1201.332.00.0000.00 Check #: 8070025788	TRAVEL/MEETING EXPENSES	\$750.00
		10.0.2570.340.07.0000.00 Check #: 8070025788	Internal Svc-communications-M	\$600.00
			Vendor Total:	\$1,350.00
SMITHEREEN COMPANY	91750	10.0.2540.320.00.0000.00 Check #: 8070025789	Property Services-I	\$75.20
		10.0.2540.320.02.0000.00 Check #: 8070025789	Property Services-PP	\$18.80
			Vendor Total:	\$94.00
SWANSON, THOMAS		10.0.1201.332.00.0000.00 Check #: 8070025790	TRAVEL/MEETING EXPENSES	\$49.52
			Vendor Total:	\$49.52
TANK IT EASY		10.0.2540.300.02.0000.00 Check #: 8070025791	Physical Plant - contracted svc - PP	\$162.00
			Vendor Total:	\$162.00
TEE JAY SERVICE COMPANY, INC		60.0.2530.670.20.0000.12 Check #: 8070025792	Renovation costs - misc	\$3,935.00
			Vendor Total:	\$3,935.00
THOMAS, MEGAN		10.0.1201.332.00.0000.00 Check #: 8070025793	TRAVEL/MEETING EXPENSES	\$117.90
			Vendor Total:	\$117.90
VAN ACKER, MICHELLE L		10.0.2130.332.00.0000.00 Check #: 8070025794	Health Svc-Travel-I	\$17.69
			Vendor Total:	\$17.69
VIETTI, KERI				

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1117

12/08/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
		10.0.2130.332.00.0000.00 Check #: 8070025795	Health Svc-Travel-I	\$74.15
			Vendor Total:	\$74.15
VILLAGE OF MORTON GROVE*		10.0.2540.370.00.0000.00 Check #: 8070025796	Water / Sewer - I	\$479.41
		10.0.2540.370.02.0000.00 Check #: 8070025796	Water / Sewer - PP	\$119.86
			Vendor Total:	\$599.27
WELLS FARGO VENDOR FINANCIAL SER, LLC		10.0.1201.326.00.0000.00 Check #: 8070025797	Copier lease - non grant	\$361.84
			Vendor Total:	\$361.84
WHITNEY, FRANCESCA		10.0.1201.332.00.0000.00 Check #: 8070025798	TRAVEL/MEETING EXPENSES	\$750.00
		10.0.2570.340.07.0000.00 Check #: 8070025798	Internal Svc-communications-M	\$600.00
			Vendor Total:	\$1,350.00
WIELGUS-HAGERTY, AMANDA S		10.0.2140.332.00.0000.00 Check #: 8070025799	IN-DISTRICT TRAVEL	\$27.90
			Vendor Total:	\$27.90
			Grand Total:	\$100,031.99

End of Report

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1120

12/13/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
AIS, INC		10.0.2660.300.08.0000.00 Check #: 8070025800	Tech-contracted svc-TPD	\$594.00
			Vendor Total:	\$594.00
AT&T	15376	10.0.2660.300.08.0000.00 Check #: 8070025801	Tech-contracted svc-TPD	\$41.88
			Vendor Total:	\$41.88
BESETZNY, JEANNE O		10.0.1201.332.00.0000.00 Check #: 8070025802	TRAVEL/MEETING EXPENSES	\$19.85
			Vendor Total:	\$19.85
BILL'S PLUMBING & SEWER, INC.		10.0.2540.300.02.0000.00 Check #: 8070025803	Physical Plant - contracted svc - PP	\$201.00
			Vendor Total:	\$201.00
CHAPMAN, MARY C		10.0.1201.421.00.0000.00 Check #: 8070025804	Community Experience-I	\$58.25
			Vendor Total:	\$58.25
CHICAGO TRIBUNE	25752	10.0.3700.350.04.0000.00 Check #: 8070025805	Non-public-advert-FFS	\$10.69
			Vendor Total:	\$10.69
CONTOUR LANDSCAPING, INC.		10.0.2540.307.00.0000.00 Check #: 8070025806	Landscaping	\$1,116.00
		10.0.2540.307.02.0000.00 Check #: 8070025806	Landscaping - PP	\$279.00
			Vendor Total:	\$1,395.00
DONOHUE, SIOBHAN L				

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1120

12/13/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
		10.0.2130.332.00.0000.00 Check #: 8070025807	Health Svc-Travel-I	\$16.24
			Vendor Total:	\$16.24
EFAQ CORPORATION		10.0.2410.340.00.0000.00 Check #: 8070025808	Princ Office-phone-I	\$32.85
			Vendor Total:	\$32.85
GARVEY'S OFFICE PRODUCTS	96215	10.0.1201.400.00.0000.00 Check #: 8070025809	Supplies and Materials - I	\$58.74
		10.0.2540.400.00.0000.00 Check #: 8070025809	Physical Plant supplies - I	\$650.18
		10.0.2540.400.02.0000.00 Check #: 8070025809	Supplies - PP	\$112.56
		10.0.2630.404.00.0000.00 Check #: 8070025809	Supplies-Paper-I	\$375.20
			Vendor Total:	\$1,196.68
GREEN LIGHT SPEECH AND LANGUAGE SERVICES		10.0.2150.300.00.0000.00 Check #: 8070025810	Speech contracted services - I	\$2,617.00
			Vendor Total:	\$2,617.00
HAHN, KATHERINE A		10.0.2130.332.04.0000.00 Check #: 8070025811	Health Svcs. - Travel - FFS	\$93.34
			Vendor Total:	\$93.34
INTERIORS FOR BUSINESS, INC		60.0.2530.541.20.0000.12 Check #: 8070025812	Furniture - renovation project	\$4,127.24
			Vendor Total:	\$4,127.24
KIM, DIANE D				

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1120

12/13/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
		10.0.1201.332.00.0000.00 Check #: 8070025813	TRAVEL/MEETING EXPENSES	\$41.27
			Vendor Total:	\$41.27
MCGRAW HILL SCHOOL EDUCATION		12.0.1201.400.12.0000.00 Check #: 8070025814	Instructional Supplies -MC	\$699.93
			Vendor Total:	\$699.93
PREMISTAR-NORTH		10.0.2540.324.02.0000.00 Check #: 8070025815	HVAC-PP	\$2,209.80
			Vendor Total:	\$2,209.80
QUADIENT FINANCE USA, INC.		10.0.2410.341.00.0000.00 Check #: 8070025816	Postage-I	\$500.00
			Vendor Total:	\$500.00
RESOUND		12.0.1201.400.12.0000.71 Check #: 8070025817	AT Device - MCD - D71	\$111.95
			Vendor Total:	\$111.95
STEPHAN-FEINSOT, LESLEY D		10.0.2150.332.00.0000.00 Check #: 8070025818	Speech services - I - non grant travel	\$18.14
			Vendor Total:	\$18.14
WEX HEALTH, INC.		10.0.1201.234.00.0000.00 Check #: 8070025819	LTD Insurance	\$70.00
			Vendor Total:	\$70.00
WYMA, JESSICA		10.0.1201.332.04.0000.00 Check #: 8070025820	Instructional - travel - FFS - non grant	\$128.05
			Vendor Total:	\$128.05

Niles Township District for Special Education #807

Voucher Supplement Account Summary

Voucher Batch Number: 1120

12/13/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
				Grand Total: \$14,183.16

End of Report

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1123

12/19/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
AIS, INC		10.0.2660.300.08.0000.00 Check #: 8070025821	Tech-contracted svc-TPD	\$125.00
			Vendor Total:	\$125.00
CARDMEMBER SERVICES	16971	10.0.2210.312.14.4998.99 Check #: 8070025822	Elev Educators - ESSER BL	\$75.00
		10.0.2210.338.14.0000.00 Check #: 8070025822	Improv of Instructn-conf expenses	\$100.00
		10.0.2210.491.14.0000.00 Check #: 8070025822	PD Supplies	\$1,934.45
		10.0.2311.300.07.0000.00 Check #: 8070025822	Board services- contracted svcs. M	\$1,703.74
		10.0.2311.490.07.0000.00 Check #: 8070025822	Board Svcs - misc supplies - M	\$798.27
		10.0.2660.300.08.0000.00 Check #: 8070025822	Tech-contracted svc-TPD	\$1,494.00
			Vendor Total:	\$6,105.46
CONTOUR LANDSCAPING, INC.		10.0.2540.307.00.0000.00 Check #: 8070025823	Landscaping	\$1,508.80
		10.0.2540.307.02.0000.00 Check #: 8070025823	Landscaping - PP	\$377.20
			Vendor Total:	\$1,886.00
DUPAGE FEDERATION		10.0.1201.390.04.0000.00 Check #: 8070025824	Interpreter svc - FFS	\$195.00
			Vendor Total:	\$195.00
KACHUR, DON		10.0.2210.312.14.0000.00 Check #: 8070025825	Improv of Instruction-Trainings-non grant	\$1,750.00
			Vendor Total:	\$1,750.00

**Niles Township District for Special Education #807**

**Voucher Supplement Account Summary**

Voucher Batch Number: 1123

12/19/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
KENDRICK, TARIN LEIGH		10.0.1201.230.00.0000.99 Check #: 8070025826	Non CBA Tuition reimbursement	\$4,223.00
			Vendor Total:	\$4,223.00
MILLER, JENNIFER A		10.0.2210.312.14.0000.00 Check #: 8070025827	Improv of Instruction-Trainings-non grant	\$1,000.00
			Vendor Total:	\$1,000.00
NICOR GAS	14840	10.0.2540.465.00.0000.00 Check #: 8070025828	Natural Gas-I	\$1,012.32
		10.0.2540.465.02.0000.00 Check #: 8070025828	Natural Gas - PP	\$253.09
			Vendor Total:	\$1,265.41
RYCHENER-HOBSON, MARLY		10.0.1201.332.00.0000.00 Check #: 8070025829	TRAVEL/MEETING EXPENSES	\$275.24
			Vendor Total:	\$275.24
SAENGVILAY, SANITA		10.0.2140.332.00.0000.00 Check #: 8070025830	IN-DISTRICT TRAVEL	\$14.93
			Vendor Total:	\$14.93
SpectrumVoIP		10.0.2410.340.00.0000.00 Check #: 8070025831	Princ Office-phone-I	\$374.71
			Vendor Total:	\$374.71
UNIVERSITY OF ILLINOIS		10.0.2210.312.14.0000.00 Check #: 8070025832	Improv of Instruction-Trainings-non grant	\$200.00
			Vendor Total:	\$200.00
US SAFETY PRODUCTS, GRAPHICS AND APPAREL				

Niles Township District for Special Education #807

Voucher Supplement Account Summary

Voucher Batch Number: 1123

12/19/2023

Fiscal Year: 2023-2024

Vendor Remit Name	Vendor #	Account	Description	Amount
		60.0.2530.670.20.0000.12 Check #: 8070025833	Renovation costs - misc	\$217.56
			Vendor Total:	\$217.56
			Grand Total:	\$17,632.31

End of Report

**Niles Township District for Special Education #807**

GBM 1-11-24  
Finance/Facilities  
Item 5.A.

**Fund Balances**

Fiscal Year: 2023-2024

Month: November  
Year: 2023  
Fund Type:

Include Cash Balance  
 FY End Report

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>
10	EDUCATIONAL	\$8,356,651.63	\$9,808,758.53	(\$6,838,281.16)	\$0.00	\$11,327,129.00
12	MEDICAID	\$4,316,039.14	\$284,444.94	(\$130,328.94)	\$0.00	\$4,470,155.14
20	OPERATIONS & MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30	DEBT SERVICE	(\$322,162.22)	\$331,900.00	\$0.00	\$0.00	\$9,737.78
40	TRANSPORTATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60	CAPITAL PROJECTS	\$3,970,534.44	\$0.00	(\$3,280,348.91)	\$0.00	\$690,185.53
70	WORKING CASH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99	STUDENT ACTIVITIES	\$18,759.54	\$0.00	\$0.00	\$0.00	\$18,759.54
Grand Total:		\$16,339,822.53	\$10,425,103.47	(\$10,248,959.01)	\$0.00	\$16,515,966.99

End of Report

Niles Township District for Special Education #807  
 Statement of Revenues, Expenditures and Fund Balance  
 For the Period Ending November 30, 2023

Cash General Fund Balance as of July 1, 2023 \$ 8,356,652

Revenues:

LOCAL			
	From Member Districts	\$	5,567,410 (Includes FY 23 fees paid in FY 24)
	From Non-Member Districts	\$	3,594,098 (Includes FY 23 fees paid in FY 24)
	Other Grants/ Donations	\$	-
	Interest	\$	97,546
	Purchased Services	\$	184,589
	ESY	\$	-
	Medicaid FB Transfer	\$	-
STATE	Evidence Based Funding	\$	337,504
	Special Ed Transportation	\$	27,612
FEDERAL	ESSER	\$	-
	DCEO	\$	-
<b>TOTAL REVENUE</b>		\$	<b>9,808,759</b>

Expenditures:

	All funds	\$	6,838,281
<b>TOTAL EXPENDITURES</b>		\$	<b>6,838,281</b>
Excess of Revenue over Expenditures		\$	2,970,477
<b>TRANSFER TO FUND 60</b>		\$	<b>-</b>
<b>General Fund Balance as of November 30, 2023</b>		\$	<b>11,327,129 *</b>

\* Fund 10 balance noted above as of 11-30-23 does not include \$4,470,155 in obligated Medicaid funds or or \$690,186 in Fund 60 which is committed for construction only.

**Niles Township District for Special Education #807**

**Fund Balances**

Fiscal Year: 2023-2024

Month: December  
 Year: 2023  
 Fund Type:

Include Cash Balance  
 FY End Report

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>
10	EDUCATIONAL	\$8,356,651.63	\$11,639,866.59	(\$8,494,415.47)	\$0.00	\$11,502,102.75
12	MEDICAID	\$4,316,039.14	\$284,444.94	(\$131,775.57)	\$0.00	\$4,468,708.51
20	OPERATIONS & MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30	DEBT SERVICE	(\$322,162.22)	\$331,900.00	(\$331,900.00)	\$0.00	(\$322,162.22)
40	TRANSPORTATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60	CAPITAL PROJECTS	\$3,970,534.44	\$0.00	(\$3,340,029.41)	\$0.00	\$630,505.03
70	WORKING CASH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99	STUDENT ACTIVITIES	\$18,759.54	\$0.00	\$0.00	\$0.00	\$18,759.54
Grand Total:		\$16,339,822.53	\$12,256,211.53	(\$12,298,120.45)	\$0.00	\$16,297,913.61

End of Report

Niles Township District for Special Education #807  
Statement of Revenues, Expenditures and Fund Balance  
For the Period Ending December 31, 2023

<b>Cash General Fund Balance as of July 1, 2023</b>			\$	8,356,652
<b>Revenues:</b>				
LOCAL				
	From Member Districts	\$	7,310,092	(Includes FY 23 fees paid in FY 24)
	From Non-Member Districts	\$	3,594,098	(Includes FY 23 fees paid in FY 24)
	Other Grants / Donations	\$	-	
	Interest	\$	97,546	
	Purchased Services	\$	188,639	
	ESY	\$	-	
	Medicaid FB Transfer	\$	-	
STATE				
	Evidence Based Funding	\$	421,880	
	Special Ed Transportation	\$	27,612	
FEDERAL				
	ESSER	\$	-	
	DCEO	\$	-	
<b>TOTAL REVENUE</b>		\$	<b>11,639,867</b>	
<b>Expenditures:</b>				
	All funds	\$	8,494,415	
<b>TOTAL EXPENDITURES</b>			\$	<b>8,494,415</b>
Excess of Revenue over Expenditures			\$	3,145,451
<b>TRANSFER TO FUND 60</b>			\$	-
<b>General Fund Balance as of December 31, 2023</b>			\$	<b>11,502,103 *</b>

\* Fund 10 balance noted above as of 12-31-23 does not include \$4,468,709 in obligated Medicaid funds or or \$630,505 in Fund 60 which is committed for construction only.

ISSUE 113  
October 2023  
**Update  
Memo**

Please distribute to board members and appropriate staff.

# PRESS

## Policy Reference Education Subscription Service

### Contents

**Instructions**..... p. 1

**PRESS Terminology** ..... p. 2

**PRESS Issue 113 Topic Bundles** ..... p. 2

**Progress Report** ..... p. 6

**Revisions to Policies, Administrative Procedures, and Exhibits (numerical table)** ..... p. 7

**Next Issue: Veto Session**

This publication is designed to provide information only and is not a substitute for legal advice from the Board Attorney. If you have any questions, please contact Issue 113 Lead Debra Jacobson, Assistant General Counsel and Assistant **PRESS** Editor, (630) 629-3776, ext. 1211; Jeremy Duffy, IASB General Counsel and **PRESS** Editor, (630) 629-3776, ext. 1234; Maryam Brotine, Assistant General Counsel and Assistant **PRESS** Editor, (630) 629-3776, ext. 1219.

Please share this **PRESS** Update Memo with all board members and appropriate staff.

Two other important components of **PRESS** may be viewed and downloaded from **PRESS Online**: Committee Worksheets and the updated Policy Reference Manual (**PRM**) pages.



The Committee Worksheets, found by selecting a **PRESS Issue** at the top of the **PRESS Online** Table of Contents, show suggested changes to **PRESS** material by striking out deleted words and underscoring new words, a.k.a "tracked changes."

Updated **PRM** pages can be found in the IASB **POLICY REFERENCE MANUAL** Table of Contents. For visual instruction about how to download and use **PRM** pages to update your policy manual, please go to [www.iasb.com/policy/](http://www.iasb.com/policy/) to view the **PRESS** video tutorial located under the header entitled: **PRESS – Policy Reference Education Subscription Service**.

For answers to common questions about using **PRESS**, see [Q&A: Getting the Most Out of Your PRESS Subscription](#), now available on IASB's website.

### Online Instructions

Please follow these four easy steps to log in to **PRESS**:

1. Go to [www.iasb.com](http://www.iasb.com) and click on the  button on the top navigation.
2. Enter your email address and password.
  - If you do not know your password, do not create a new account; reset your password using your district email address. Use the "forgot your password?" link. Make sure to check your spam folder for an email from [info@iasb.com](mailto:info@iasb.com), if you do not see it in your email inbox.
  - If you are still having difficulty logging in, please contact your District's Superintendent or Administrative Assistant to make sure you are listed as an authorized user on the District Roster.
  - If you continue to have difficulty signing on to [www.iasb.com](http://www.iasb.com), please contact Michael Ifkovits at [mifkovits@iasb.com](mailto:mifkovits@iasb.com).
3. Click the  button on the top navigator bar. This will bring you to your account page
4. Under "My Account Links," click on "PRESS Login."

### PRESS Bundles

Each bundle summarizes the global reasons for changes to all materials that are listed.

Specific details about how each piece of material changed, e.g., legislation, administrative rules, **PRESS** Advisory Board feedback, continuous improvement, five-year review items, etc., are explained in numerical order in the **Revisions to Policies, Administrative Procedures, and Exhibits** table beginning on p. 7.

Please spend time reviewing the **PRESS** online Committee Worksheets for these materials, which will provide further, more on-the-spot detailed explanations in the footnotes, along with added comment boxes by the **PRESS** Editors when necessary.

Have feedback on **PRESS** materials?  
Click on the **PRESS** Feedback Button, located on the header bar of **PRESS Online**. For answers to more immediate questions about **PRESS** content, please contact a **PRESS** editor directly.

## Board Governance and Open Meetings

The General Assembly passed legislation this year impacting board governance and adding certain flexibilities to the Open Meetings Act:

1. 5 ILCS 120/7, amended by P.A. 103-311, adds unexpected childcare obligations to the list of reasons that a board member may attend a meeting remotely (with a quorum physically present).
2. 5 ILCS 120/2(c), amended by P.A. 103-311, permits boards to meet in closed session for hearings regarding denial of admission to school events or property under 105 ILCS 5/24-24.
3. 105 ILCS 5/3-11, amended by P.A. 103-413, eff. 1-1-24, defines the term *trauma* as it relates to professional development leadership training for school board members, which beginning this school year, had to include training on trauma-informed practices for students and staff.
4. 105 ILCS 5/8-2, amended by P.A. 103-49, requires school treasurers to execute a surety bond with a penalty of at least 10% (formerly 25%) of the bond issue.

The following PRESS materials are updated in response to this legislation:

- 2:110, Qualifications, Term, and Duties of Board Officers
- 2:120, Board Member Development
- 2:200, Types of School Board Meetings
- 2:220, School Board Meeting Procedure
- 2:220-E2, Motion to Adjourn to Closed Meeting
- 2:220-E6, Log of Closed Meeting Minutes
- 4:90, Student Activity and Fiduciary Funds
- 8:30, Visitors to and Conduct on School Property

## District Operations

The General Assembly passed several laws related to school district finances and operations:

1. 105 ILCS 5/17-1.10(a), added by P.A. 103-394, requires boards to present at a board meeting each year a written report covering the annual average expenditures of its operational funds for the previous three fiscal years.
2. 30 ILCS 235/2, amended by P.A. 102-285, permits boards to invest in obligations of U.S. corporations provided certain criteria are met.
3. 105 ILCS 5/10-20.21, amended by P.A. 103-8, eff. 1-1-24, increases the bidding threshold for purchases from \$25,000 to \$35,000.
4. 105 ILCS 5/15A, added by P.A. 103-491, eff. 1-1-24, permits boards to utilize a *design-build* delivery system for construction projects, provided specific procedures are followed.
5. 105 ILCS 125/2.3, added by P.A. 103-532, establishes the Healthy School Meals for All Program and allows boards to participate in the program, subject to appropriation.

## PRESS Terminology

What are the meanings of the "AP" and "E" after certain policy numbers?

The PRESS Policy Reference Manual (PRM) is an encyclopedia of sample board policies, administrative procedures, and exhibits. They are all in numerical order for easy reference. PRESS recommends that local school districts maintain separate board policy and administrative procedure manuals to help distinguish for the board, staff, students, parents, and community members, the distinction between board documents and staff documents, board work, and staff work.

**Policy.** The board develops policies with input from various sources like district administrators, the board attorney, and PRESS materials. The board then formally adopts the policies, often after more than one consideration.

**After adoption by the board, each policy should have an adoption date.**

**Administrative Procedures.** Administrative procedures are developed by the superintendent, administrators, and/or other district staff members. The staff develops the procedures that guide implementation of the policies. Administrative procedures are not adopted by the board, which allows the superintendent and staff the flexibility they need to keep the procedures current. PRESS sample procedures are numbered to correspond with the policies that they implement for easy reference. For example, policy 6:190's related administrative procedure is 6:190-AP.

**It is important to remember that administrative procedures do not require formal board adoption and are not included in a board policy manual.**

**Exhibits.** Both board policies and administrative procedures may have related exhibits. Exhibits provide information and forms intended to be helpful to the understanding or implementation of either a board policy or administrative procedure, and they do not require formal board adoption. PRESS sample exhibits are numbered to correspond to the related board policy or administrative procedure. For example, board policy 2:70 has a related exhibit numbered 2:70-E. Administrative procedure 7:340-AP1 has a related exhibit numbered 7:340-AP1, E.

**Exhibits labeled with an "E" may provide guidance for board work or staff work. Those providing guidance for board work should be dated for implementation by the board. Those providing guidance for the staff should be dated for implementation by the administrative staff.**

**Administrative procedures exhibits, always labeled with the "AP, E" format should be dated for implementation by the administrative staff.**

- 105 ILCS 160/, added by P.A. 103-496, prohibits schools serving grades K-8 from scheduling pesticide applications on school grounds during the school day when students are in attendance for instruction.
- 105 ILCS 128/50, added by P.A. 103-194, eff. 1-1-24, requires a school building's emergency and crisis response plan, protocol, and procedures to include a plan for local law enforcement to rapidly enter a school building in an emergency.
- 105 ILCS 128/20(c)(4), amended by P.A. 103-194, eff. 1-1-24, requires districts to include a student's IEP or 504 team when deciding whether to exempt a student from participating in a lockdown drill.

At the federal level, U.S. government agencies released new resources on K-12 cybersecurity:

- Protecting Our Future: Partnering to Safeguard K-12 Organizations from Cybersecurity Threats* (Jan. 2023), a report and toolkit issued by the U.S. Cybersecurity and Infrastructure Agency (CISA), includes cybersecurity recommendations for K-12 schools.

- The U.S. Dept. Of Education released a series of *Digital Infrastructure Briefs* (Aug. 2023) that include additional recommendations and resources for K-12 schools.

The following **PRESS** materials are updated:

- 4:10, Fiscal and Business Management
- 4:30, Revenue and Investments
- 4:60, Purchases and Contracts
- 4:60-AP1, Purchases
- 4:130, Free and Reduced-Price Food Services - **REFORMATTED**
- 4:160, Environmental Quality of Buildings and Grounds
- 4:160-AP, Environmental Quality of Buildings and Grounds
- 4:170, Safety
- 4:170-AP1, Comprehensive Safety and Security Plan
- 7:345, Use of Educational Technologies; Student Data Privacy and Security
- 7:345-AP, Use of Educational Technologies; Student Data Privacy and Security

## Hiring and Conditions of Employment

This year, another package of bills was passed aimed at addressing the ongoing teacher shortage in Illinois:

- 105 ILCS 5/21B-15, amended by P.A. 103-111, extends the Short-Term Substitute Teaching License as a type of educator license to 6-30-28.
- 105 ILCS 5/24-11, amended by P.A. 103-500, reduces the timeframe in which teachers gain tenure.
- 40 ILCS 5/16-118, amended by P.A.s 103-88 and 103-525, extends the timeframe that retired teachers may substitute without affecting their pensions to 120 paid days or 600 paid hours in a school year, through June 30, 2026.
- 105 ILCS 5/21B-20(3), amended by P.A. 103-193, eff. 1-1-24, allows a substitute teacher to remain in a vacant position for up to 90 days due to a lack of qualified candidates, subject to certain conditions.

Other laws passed also affecting hiring and conditions of employment for school district employees:

- 105 ILCS 5/24-2(a), amended by P.A. and 103-467, adds 2024 General Election Day (11-5-24) as a school holiday.
- 820 ILCS 112/10(b-25), added by P.A. 103-539, eff. 1-1-25, requires employers to include the "pay scale and benefits" in job postings.
- 105 ILCS 5/22-95, amended by PA 103-46, eff. 1-1-24, requires school districts, when hiring or assigning educators for physical education, music, or visual arts, to prioritize the hiring or assigning of educators who hold an educator license and endorsement in those areas.
- 105 ILCS 5/10-22.39, amended by P.A. 103-542, eff. 1-1-24 and operative 7-1-24, streamlines training requirements for school personnel.
- 105 ILCS 5/24-14, amended by P.A. 103-549, permits boards to refer both probationary and tenured teachers to ISBE if a teacher resigns during a school term to accept another teaching assignment, provided certain procedures are followed.

- 820 ILCS 156/, added by P.A. 103-466, creates an unpaid leave entitlement for employees who experience the loss of a child by suicide or homicide.
- 105 ILCS 5/24-3.5, added by P.A. 103-308, eff. 1-1-24, creates a paid leave entitlement of up to 10 days per school term for teachers elected to represent a statewide teacher association in federal advocacy work.
- 820 ILCS 180/, amended by P.A. 103-314, allows eligible employees to use unpaid leave under the Victims' Economic Security and Safety Act to grieve and attend to matters necessitated by the death of a family or household member who is killed in a crime of violence.
- 49 C.F.R Part 382, amended by 88 Fed. Reg. 27596, allows employers to utilize oral fluid testing for drug tests regulated by the U.S. Dept. of Transportation.

The following **PRESS** materials are updated:

- 3:50, Administrative Personnel Other Than the Superintendent
- 4:80-AP2, Fraud, Waste, and Abuse Awareness Program
- 5:30, Hiring Process and Criteria
- 5:90, Abused and Neglected Child Reporting
- 5:90-AP1, Coordination with Children's Advocacy Center
- 5:120, Employee Ethics; Code of Professional Conduct; and Conflict of Interest
- 5:120-AP2, Employee Conduct Standards
- 5:150, Personnel Records
- 5:150-AP, Personnel Records
- 5:190, Teacher Qualifications
- 5:200, Terms and Conditions of Employment and Dismissal
- 5:210, Resignations
- 5:220, Substitute Teachers
- 5:220-AP, Substitute Teachers
- 5:250, Leaves of Absence
- 5:285-AP, Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers
- 5:330, Sick Days, Vacation, Holidays, and Leaves

## Curriculum, Instruction, and Library Resources

Illinois became the first state in the country to enact legislation prohibiting book bans for libraries, including school libraries, as a condition of State grant funding. 75 ILCS 10/8.7, added by P.A. 103-100, eff. 1-1-24, requires boards that wish to be eligible for State library grants to either adopt the American Library Association's *Library Bill of Rights* or to develop a written statement prohibiting the practice of banning library materials. Sample PRESS policy 6:230, *Library Media Program*, outlines these options for boards.

Illinois joined other states this year in requiring districts to offer full-day kindergarten. 105 ILCS 5/10-22.18, amended by P.A. 103-410, requires boards to establish a full-day kindergarten program by 2027-2028, unless a board has applied for and been granted a two-year extension by the Ill. State Board of Education (ISBE), based on specific criteria.

The legislature also passed several laws impacting curriculum:

1. 105 ILCS 5/2-3.196, added by P.A. 103-402, requires ISBE to develop a Statewide literacy plan by 1-31-24 and to make available other guidance and training opportunities for teachers.
2. 105 ILCS 5/27-20.05, added by P.A. 103-422, requires that

beginning with the 2024-2025 school year, schools provide instruction on the Native American experience and Native American history within the Midwest and Illinois.

3. 105 ILCS 5/27-13.2(c), added by P.A. 103-365, mandates that beginning with the 2024-2025 school year, health instruction in grades 9-12 include instruction on the dangers of fentanyl.
4. 105 ILCS 110/3, amended by P.A. 103-212, eff. 1-1-24, requires that beginning with the 2024-2025 school year, health instruction in grades 9-12 include instruction on the dangers of allergies.

The following PRESS materials are updated in response to this legislation:

- 5:50, Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition
- 6:30, Organization of Instruction
- 6:60, Curriculum Content
- 6:60-AP1, Comprehensive Health Education Program
- 6:230, Library Media Program
- 6:230-AP, Responding to Complaints About Library Media Resources

## Student Attendance

Several laws were enacted related to student attendance and residency:

1. 105 ILCS 5/24-2(a), amended by P.A. 103-467, adds 2024 General Election Day (11-5-24) as a school holiday.
2. 105 ILCS 5/24(c), amended by P.A. 103-15, adds Constitution Day (Sept. 17) as a commemorative holiday.
3. 105 ILCS 5/10-20.12a, amended by P.A. 103-111, permits boards to adopt a policy to waive non-resident tuition if the student is the child of a district employee.

Previously, districts had to submit a waiver application to ISBE for this purpose.

4. 705 ILCS 405/3-33.5, amended by P.A. 103-379, prohibits juvenile courts from imposing fines in contempt proceedings to enforce a truancy order.

The following PRESS materials are updated in response to this legislation:

- 6:20, School Year Calendar and Day
- 7:60, Residence
- 7:70, Attendance and Truancy

## Student Health, Appearance, and Behavior

In response to a recent request from ISBE's Nutrition Dept., sample PRESS policy 6:50, *School Wellness*, is updated to include school-based activities to clearly show that this topic is addressed in policy as required by 7 C.F.R. §210.3 and as detailed in ISBE's *Local Wellness Policy Checklist* at [www.isbe.net/Documents/Local-Wellness-Policy-Content-Checklist.pdf](http://www.isbe.net/Documents/Local-Wellness-Policy-Content-Checklist.pdf).

In the area of student behavior, a new sample administrative procedure, 7:190-AP9, *Administrative Transfer to Regional Safe School Program*, is created to address the *Safe Schools Law*, 105 ILCS 5/13A, amended by P.A. 103-473, which now requires districts to follow specific procedures when administratively transferring a disruptive student to an ISBE regional safe school. Additionally, in response to subscriber feedback and the increasing impact of artificial intelligence

(AI) on education, optional language prohibiting student use of artificial intelligence to complete schoolwork is included in PRESS sample policy 7:190, *Student Behavior*.

The General Assembly also passed legislation to address issues related to student appearance and health:

1. 20 ILCS 1705/76.2, added by P.A. 103-222, eff. 1-1-24, requires the Ill. Dept. of Human Services to work with ISBE to provide technical assistance for the provision of mental health care for students during the school day.
2. 105 ILCS 5/10-22.25b, amended by P.A. 103-463, requires districts to permit students to wear or accessorize their graduation attire with items associated with their cultural, ethnic, or religious identity, or other category protected by the Ill. Human Rights Act.

3. 105 ILCS 5/10-22.21b(c), amended by P.A. 103-175, replaces references to the recently retired *Illinois Food Allergy Emergency Action Plan and Treatment Authorization Form* with the more generic term "allergy emergency action plan."
4. 105 ILCS 5/22-30(f), amended by P.A. 103-348, eff. 1-1-24, requires districts to maintain a supply of undesignated opioid antagonists, unless there is a shortage, in which case a district must make reasonable efforts to maintain a supply. Certain opioid antagonists can now be obtained without a prescription.
5. 105 ILCS 5/22-30(f), amended by P.A. 103-196, eff. 1-1-24, permits districts that have special educational facilities to maintain a supply of undesignated oxygen tanks.
6. 105 ILCS 5/10-20.76, amended by P.A. 103-143, requires districts that issue ID cards to students to include the Safe2Help Illinois helpline on student ID cards, in addition to the contact information for the National Suicide Prevention Lifeline and the Crisis Text Line.

The following **PRESS** materials are created or updated in response to this legislation:

- 6:50, School Wellness
- 6:65, Student Social and Emotional Development
- 7:50, School Admissions and Student Transfers To and From Non-District Schools
- 7:160, Student Appearance
- 7:165, School Uniforms
- 7:190, Student Behavior
- 7:190-AP9, Administrative Transfer to Regional Safe School Program - **NEW**
- 7:270, Administering Medicines to Students
- 7:270-AP2, Checklist for District Supply of Undesignated ~~Asthma Medication(s), Epinephrine Injectors, Opioid Antagonists, and/or Glucagon~~ - **RENAMED**
- 7:285, Anaphylaxis Prevention, Response, and Management Program
- 7:285-AP, Anaphylaxis Prevention, Response, and Management Program
- 7:290, Suicide and Depression Awareness and Prevention
- 7:290-AP, Resource Guide for Implementation of Suicide and Depression Awareness and Prevention Program

## Miscellaneous

The following **PRESS** materials are updated due to legislation, administrative rule and/or continuous improvement changes, including subscriber feedback. These are also detailed in the **Revisions to Policies, Administrative Procedures, and Exhibits Table** in numerical order beginning on p. 7.

The following **PRESS** materials are updated:

- 4:20, Powers and Duties of the School Board; Indemnification
- 2:150-AP, Superintendent Committees
- 6:15, School Accountability
- 6:270, Guidance and Counseling Program
- 6:280, Grading and Promotion
- 7:250, Student Support Services

## PRM Five-Year Reviews

**PRESS** Editors have a quality assurance goal to ensure that a review of each piece of the 1450+ page IASB **PRESS PRM** occurs once every five years. The **PRM** contains approximately 470 separate pieces of material, including policies, administrative procedures, and related exhibits. These are also detailed in the **Revisions to Policies, Administrative Procedures, and Exhibits Table** in numerical order beginning on p. 7.

The following **PRESS** material is updated in response to a five-year review:

- 4:130-E, Free and Reduced-Price Food Services; Meal Charge Notifications

Please also spend time reviewing the **PRESS** Online Committee Worksheets for these materials, which will provide further, more on-the-spot detailed explanations in the footnotes, along with added comment boxes by the **PRESS** Editors when necessary.

## PRESS Issue 113 Trivia

343 PRM pages • 81,779 words • 66 PRM materials

## Progress Report - The contents of this table frequently change.

Topics	Our Response
<p><b>Final Title IX Regulations Expected October 2023 or Later</b></p> <p>The U.S. Department of Education is expected to release final Title IX regulations in October 2023 or later. These regulations would replace 2020 Title IX regulations and would require extensive updates to existing policies and procedures governing discrimination based on sex, including sexual harassment.</p>	<p>Relevant <b>PRESS</b> materials, including sample policy 2:265, <i>Title IX Sexual Harassment Grievance Procedure</i>, and its accompanying materials will be updated once the final regulations are issued.</p>
<p><b>Public Act 103-47 Will Require Bullying Policy Updates</b></p> <p>105 ILCS 5/27-23.7, amended by P.A. 103-47, made significant changes to bullying policy requirements that became effective 6-9-23 and yet it also charged ISBE with posting a template for a model bullying prevention policy nearly six months later, by 1-1-24. On 8-31-23, ISBE sent an email to districts informing them that changes made by P.A. 103-47 did not have to be included in bullying policy submissions due by 9-30-23. ISBE expects to release its template for a model bullying prevention policy before 1-1-24, and we are collaborating with ISBE to ensure that updates to <b>PRESS</b> sample policy 7:180, <i>Prevention of and Response to Bullying, Intimidation, and Harassment</i>, and its accompanying materials align with the pending ISBE template. Given the overall immediate effective date of P.A. 103-47, please consult your board attorney to determine the appropriate timeline for your district to update its bullying policy.</p>	<p>The 7:180 suite of <b>PRESS</b> materials will be updated in <b>PRESS</b> Issue 114.</p>
<p><b>Public Act 103-542 Streamlines School Staff Training Requirements</b></p> <p>P.A. 103-542 significantly streamlines school staff training requirements into the following categories: (1) health conditions of students; (2) social-emotional learning; (3) developing cultural competency; (4) identifying warning signs of mental illness and suicidal behavior in youth; (5) domestic and sexual violence and needs of expectant and parenting youth; (6) protections and accommodations for students; (7) educator ethics; (8) responding to child sexual abuse and grooming behavior; and (9) effective instruction in violence prevention and conflict resolution. Though P.A. 103-542 is to be effective on 1-1-24, most of its changes become operative on 7-1-24. As a result, legislative action is expected during Veto Session to amend the effective date of P.A. 103-542 to 7-1-24.</p>	<p>Affected <b>PRESS</b> materials, including 5:100, <i>Staff Development</i>, will be updated in <b>PRESS</b> Issue 114.</p>
<p><b>Final Pregnancy Workers Fairness Act Regulations Expected by End of 2023</b></p> <p>On 8-7-23, the Equal Employment Opportunity Commission (EEOC) issued proposed regulations to implement the Pregnant Workers Fairness Act (PWFA), which was signed into law on 12-29-22. The PWFA expanded federal workplace protections for pregnant and nursing employees. The PUMP for Mothers Nursing Act (PUMP Act) was also signed into law on 12-29-22 and requires covered employers to provide both non-exempt and exempt employees with reasonable break time to nurse a child or express breast milk and provide a private space (other than a bathroom) to do so, for one year after a child's birth. The PWFA requires the EEOC to issue final regulations by 12-29-23.</p>	<p>Affected <b>PRESS</b> materials, including 5:10, <i>Equal Employment Opportunity and Minority Recruitment</i> and 5:10-AP, <i>Workplace Accommodations for Nursing Mothers</i>, will be updated once the final regulations are issued to reflect the enactment of the PWFA, PUMP Act, and the PWFA implementing regulations.</p>

Certain **PRM** materials in a **PRESS** Issue may be labeled in the **PRESS** Bundles, Revision Table and Committee Worksheets with one or more of the following categories:

**NEW.** This material is brand new to the **PRM**.

**RENUMBERED.** This material has been assigned a new number within the **PRM**, usually due to the addition of **NEW** material.

**RENAMED.** The title of the material has been amended.

**REWRITTEN.** The material has undergone significant revisions. To preserve the readability of the Committee Worksheets, suggested changes are not shown as tracked changes.

**REFORMATTED.** Non-substantive changes in formatting, e.g., list renumbering, have been applied for consistency throughout the **PRM**. To preserve the readability of the Committee Worksheets, such formatting changes are not reflected as tracked changes.

## Revisions to Policies, Administrative Procedures, and Exhibits

Number and Title	Revision Descriptions	
✓ 2:20, Powers and Duties of the School Board; Indemnification	The policy and footnotes are updated in response to: <ol style="list-style-type: none"> <li>105 ILCS 5/10-20.21, amended by P.A. 103-8, raising the bidding threshold to <del>\$25,000</del> \$35,000; and</li> <li>105 ILCS 5/2-3.25f, amended by P.A. 103-175, changing state interventions available for School Improvement and <del>District Improvement</del> Plans.</li> </ol> Continuous improvement updates are also made to the footnotes.	<input type="checkbox"/>
2:110, Qualifications, Term, and Duties of Board Officers <i>OK</i>	The policy is unchanged. Footnote 22 is updated in response to 105 ILCS 5/8-2, amended by P.A. 103-49, reducing the minimum amount of a treasurer bond penalty from an amount no less than 25% to an amount no less than 10%, as measured on the final day of the school district's most recent fiscal year. Continuous improvement updates are also made to the footnotes.	<input type="checkbox"/>
✓ 2:120, Board Member Development	The policy, Legal References, and footnotes are updated for continuous improvement. Footnote 3 is updated in response to 105 ILCS 5/3-11, amended by P.A. 103-413, adding definitions of <i>trauma</i> , <i>trauma-responsive learning environments</i> , and <i>whole child</i> to the School Code.	<input type="checkbox"/>
2:150-AP, Superintendent Committees	The procedure is updated in response to 105 ILCS 5/2-3.130(e), amended by P.A. 103-175, requiring <i>entities</i> , including school districts, to develop <i>school entity-specific plans</i> to reduce and eventually eliminate the use of isolated time out, time out, and physical restraint, and for continuous improvement.	<input type="checkbox"/>
✓ 2:200, Types of School Board Meetings	The policy, footnotes, and Cross References are updated. The policy is updated in response to the Open Meetings Act (OMA), 5 ILCS 120/2(c)(4.5), added by P.A. 103-311, permitting boards to meet in closed session for hearings regarding denial of admission to school events under 105 ILCS 5/24-24. Continuous improvement updates are also made to the footnotes, and 8:30, <i>Visitors to and Conduct on School Property</i> , is added to the Cross References.	<input type="checkbox"/>
✓ 2:220, School Board Meeting Procedure	The policy, Legal References, and footnotes are updated. The policy is updated in response to 5 ILCS 120/7(a), amended by P.A. 103-311, allowing a public body to permit a member to attend remotely due to unexpected childcare obligations. The Legal References and footnotes are updated for continuous improvement.	<input type="checkbox"/>
✓ 2:220-E2, Motion to Adjourn to Closed Meeting	The exhibit is updated in response to 5 ILCS 120/2(c)(4.5), added by P.A. 103-311, permitting boards to meet in closed session for hearings regarding denial of admission to school events under 105 ILCS 5/24-24, and for continuous improvement.	<input type="checkbox"/>

3:406 hmt

**Revisions to Policies, Administrative Procedures, and Exhibits — continued**

2:220-E6, Log of Closed Meeting Minutes	The exhibit is updated for the reasons stated in 2:220-E2, <i>Motion to Adjourn to Closed Meeting</i> , above.	<input type="checkbox"/>
3:50, Administrative Personnel Other than the Superintendent	The policy is unchanged. The footnotes are updated in response to 105 ILCS 5/24-2, adding 2024 Election Day as a school holiday, and for continuous improvement.	<input type="checkbox"/>
4:10, Fiscal and Business Management	The policy, Legal References, and footnotes 12 and 20 are updated in response to 105 ILCS 5/17-1.10, added by P.A. 103-394, requiring a board to annually present at a board meeting a written report that includes the annual average expenditures of the district's operational funds for the previous three fiscal years. Continuous improvement updates are also made to the footnotes.	<input type="checkbox"/>
✓ 4:30, Revenue and Investments	The policy and footnotes are updated in response to 30 ILCS 235/2, amended by P.A. 102-285, adding as an authorized investment obligations of certain U.S. corporations and amending requirements for investment in short-term obligations of U.S. corporations. Continuous improvement changes are also made to the footnotes.	<input type="checkbox"/>
✓ 4:60, Purchases and Contracts	The policy, Legal References, and footnotes are updated in response to: <ul style="list-style-type: none"> <li>1. 105 ILCS 5/15A, added by P.A. 103-491, eff. 1-1-24, permitting boards to utilize a design-build delivery system for construction projects, provided specific procedures are followed; and</li> <li>2. 105 ILCS 5/10-20.85, added by P.A. 103-393, requiring boards to substantially present the terms of and approve new contracts for district-administered assessments at a regular board meeting.</li> </ul> <p>The policy and footnote 4 are also updated in response to 105 ILCS 5/10-20.21, amended by P.A. 103-8, eff. 1-1-24, raising the bidding threshold to <del>\$25,000</del><u>\$35,000</u>. Continuous improvement updates are also made to the footnotes.</p>	<input type="checkbox"/>
4:60-AP1, Purchases	The procedure is updated for the reasons stated in 4:60, <i>Purchases and Contracts</i> , above, and in response to guidance issued by the Ill. Dept of Public Health, <i>Compliance with the Coal Tar Sealant Disclosure Act</i> .	<input type="checkbox"/>
4:80-AP2, Fraud, Waste, and Abuse Awareness Program	The procedure is updated in response to 105 ILCS 5/10-22.39(b) and (b-35), both amended by P.A. 103-542, eff. 1-1-24 and operative 7-1-24, requiring in-service training on educator ethics, teacher-student conduct, and school employee-student conduct for school personnel who work with students within six months of employment and at least once every five years thereafter.	<input type="checkbox"/>
4:90, Student Activity and Fiduciary Funds	The policy is unchanged. The footnotes are updated for the reasons stated in 2:110, <i>Qualifications, Term, and Duties of Board Officers</i> , above.	<input type="checkbox"/>
✓ 4:130, Free and Reduced-Price Food Services	<b>REFORMATTED.</b> The policy, Legal References, and footnotes are updated. The policy is updated in response to the School Breakfast and Lunch Program Act, 105 ILCS 125/2.3, added by P.A. 103-532, establishing the Healthy School Meals for All Program. The Legal References are updated in response to style changes. The footnotes are updated for the same reason as the policy and for continuous improvement.	<input type="checkbox"/>
4:130-E, Free and Reduced-Price Food Services; Meal Charge Notifications	The exhibit is updated in response to a five-year review.	<input type="checkbox"/>
✓ 4:160, Environmental Quality of Buildings and Grounds	The policy, Legal References, and footnote 3 are updated in response to the Pesticide Application at Schools Act, 105 ILCS 160/, added by P.A. 103-496, prohibiting schools serving students in grades K-8 from scheduling pesticide applications on school grounds during a school day when students are in attendance for instruction. The policy and footnotes are also updated for continuous improvement.	<input type="checkbox"/>

## Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

<p>4:160-AP, Environmental Quality of Buildings and Grounds</p>	<p>The procedure is updated for the reasons stated in 4:160, <i>Environmental Quality of Buildings and Grounds</i>, above.</p>	<input type="checkbox"/>
<p>4:170, Safety</p>	<p>The policy is unchanged. The footnotes are updated in response to:</p> <ol style="list-style-type: none"> <li>1. 105 ILCS 128/50 (final citation pending), added by P.A. 103-8, creating crisis response mapping data grants;</li> <li>2. 105 ILCS 128/50 (final citation pending), added by P.A. 103-194, eff. 1-1-24, requiring a school building's emergency and crisis response plan, protocol, and procedures to include a plan for local law enforcement to rapidly enter a school building in an emergency; and</li> <li>3. 105 ILCS 128/20(c)(4), amended by P.A. 103-197, requiring that school administrators and support personnel considering whether to exempt a student from participating in a lockdown drill will include the student's individualized education program team or 504 plan team in the decision.</li> </ol> <p>Continuous improvement updates are also made to the footnotes. A Cross Reference to 4:190, <i>Targeted School Violence Prevention Program</i>, is added.</p>	<input type="checkbox"/>
<p>4:170-AP1, Comprehensive Safety and Security Plan</p>	<p>The procedure is updated in response to:</p> <ol style="list-style-type: none"> <li>1. 105 ILCS 128/50 (final citation pending), added by P.A. 103-194, eff. 1-1-24, requiring a school building's emergency and crisis response plan, protocol, and procedures to include a plan for local law enforcement to rapidly enter a school building in an emergency;</li> <li>2. 105 ILCS 128/20(c)(4), amended by P.A. 103-197, requiring that school administrators and support personnel considering whether to exempt a student from participating in a lockdown drill will include the student's individualized education program team or 504 plan team in the decision;</li> <li>3. 105 ILCS 5/10-20.85, added by P.A. 103-128, allowing school districts to maintain an on-site trauma kit at each school for bleeding emergencies; and</li> <li>4. 105 ILCS 5/10-27.1A(c), amended by P.A. 103-34, clarifying the reporting obligations of school officials upon receipt of a report regarding a verified incident involving a firearm on school property.</li> </ol> <p>Subsection <b>J. Required Notices</b> is also updated to align with the <b>Required Notices</b> subhead in sample policy 7:190, <i>Student Behavior</i>. Other continuous improvement updates are made.</p>	<input type="checkbox"/>
<p>5:30, Hiring Process and Criteria</p>	<p>The Legal References and footnote 3 are updated in response to 820 ILCS 112/, amended by P.A. 103-539, eff. 1-1-25, requiring employers to include the "pay scale and benefits" for a position in any specific job posting. The footnotes are also updated in response to:</p> <ol style="list-style-type: none"> <li>1. 105 ILCS 5/22-95, amended by P.A. 103-46, eff. 1-1-24, requiring districts to prioritize the hiring or assigning of educators who hold an educator license and endorsement in physical education, music, or the visual arts when hiring or assigning educators in those areas.</li> <li>2. Guidance issued by the Equal Employment Opportunity Commission in May 2023 titled <i>Select Issues: Assessing Adverse Impact in Software, Algorithms, and Artificial Intelligence Use in Employment Selection Procedures Under Title VII of the Civil Rights Act of 1964</i>; and</li> <li>3. Continuous improvement.</li> </ol>	<input type="checkbox"/>
<p>5:50, Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition</p>	<p>The Legal References and footnotes are updated. The Legal References are updated in response to minor style changes. Footnote 17 is updated in response to 105 ILCS 5/27-13.2, amended by P.A. 103-365, mandating instruction on the dangers of fentanyl in health education for students in grades 9-12, beginning with the 2024-2025 school year. Continuous improvement updates are also made to the footnotes.</p>	<input type="checkbox"/>

## Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

5:90, Abused and Neglected Child Reporting	The policy is unchanged. Footnote 10 is amended and footnote 14 is deleted in response to 105 ILCS 5/10-23.12(a) and (b), whose contents were deleted by P.A. 103-542, eff. 1-1-24. The footnotes are also updated for continuous improvement.	<input type="checkbox"/>
5:90-AP1, Coordination with Children's Advocacy Center	The procedure is updated in response to 105 ILCS 5/10-22.39(b-25), added by P.A. 103-542, eff. 1-1-24 and operative 7-1-24, supplementing school personnel training requirements for addressing issues pertaining to students who are parents, expectant parents, or victims of domestic or sexual violence.	<input type="checkbox"/>
5:120, Employee Ethics; Code of Professional Conduct; and Conflict of Interest	The policy is unchanged. The footnotes are updated in response to: <ol style="list-style-type: none"> <li>1. The Ill. State Board of Education (ISBE) publication of the <i>Sexual Abuse and Response Prevention Resource Guide</i> (June 2023);</li> <li>2. 105 ILCS 5/10-22.39(b-35), added by P.A. 103-542, eff. 1-1-24 and operative 7-1-24, amending <i>Erin's Law</i> training requirements currently found at 105 ILCS 5/10-22.39(f);</li> <li>3. Ill. Human Rights Act, 775 ILCS 5/5A-102, amended by P.A. 103-472, eff. 8-1-24, supplementing the definition of civil rights violations in elementary and secondary schools to include harassment, sexual harassment, and failure to report; and</li> <li>4. Continuous improvement.</li> </ol>	<input type="checkbox"/>
5:120-AP2, Employee Conduct Standards	The procedure is updated in response to: <ol style="list-style-type: none"> <li>1. 105 ILCS 5/10-22.39(b-35), added by P.A. 103-542, eff. 1-1-24 and operative 7-1-24, amending <i>Erin's Law</i> training requirements currently found at 105 ILCS 5/10-22.39(f);</li> <li>2. 775 ILCS 5/5A-102, amended by P.A. 103-472, eff. 8-1-24, supplementing the Ill. Human Rights Act's definition of civil rights violations in elementary and secondary schools to include harassment, sexual harassment, and failure to report;</li> <li>3. 105 ILCS 5/10-22.39, amended by P.A. 103-542, eff. 1-1-24 and operative 7-1-24, streamlining school staff training requirements in the educator ethics category;</li> <li>4. 105 ILCS 5/27-13.2, amended by P.A. 103-365, eff. 1-1-24, requiring instruction on the dangers of fentanyl for grades 9-12 beginning with the 2024-2025 school year; and</li> <li>5. Continuous improvement.</li> </ol>	<input type="checkbox"/>
5:150, Personnel Records	The policy is unchanged. Footnote 2 is updated in response to 820 ILCS 40/2, amended by P.A. 103-201, eff. 1-1-24, requiring employers to email or mail a copy of a personnel record to an employee upon the employee's request. The footnotes are also updated for continuous improvement.	<input type="checkbox"/>
5:150-AP, Personnel Records	The procedure is updated for the reasons stated in 5:150, <i>Personnel Records</i> , above, and in response to 820 ILCS 112/20, amended by P.A. 103-539, eff. 1-1-25, requiring employers to keep records of the pay scale, benefits, and job posting for each position for at least five years.	<input type="checkbox"/>
5:190, Teacher Qualifications	The Legal References and footnotes are updated. The Legal References are updated in response to the repeal of 105 ILCS 5/21-11.4. Footnote 3 is updated in response to 105 ILCS 5/21B-20, amended by P.A. 103-111, extending Short-Term Substitute Teaching Licenses as a type of teaching license until June 30, 2028. Other continuous improvement updates are also made to the footnotes.	<input type="checkbox"/>

## Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

<p>5:200, Terms and Conditions of Employment and Dismissal</p>	<p>The policy, Legal References, and footnotes are updated. The policy is updated in response to 105 ILCS 5/22-95(a), added by P.A. 103-46, eff. 1-1-24, requiring districts, when hiring or assigning educators for physical education, music, or visual arts, to prioritize the hiring or assigning of educators who hold an educator license and endorsement in those areas.</p> <p>The Legal References are updated in response to:</p> <ol style="list-style-type: none"> <li>1. Pump for Mothers Nursing Mothers Act, 29 U.S.C. §218(d), added by Pub. L. 117-328, requiring employers to accommodate both exempt and nonexempt nursing employees; and</li> <li>2. Pregnant Workers Fairness Act, 42 U.S.C. §2000gg <i>et seq.</i>, added by Pub. L. 117-328, requiring employers to provide reasonable accommodations for an employee's known limitations related to pregnancy, childbirth, or related medical conditions.</li> </ol> <p>The footnotes are updated for the same reasons as the policy and Legal References and in response to:</p> <ol style="list-style-type: none"> <li>1. 105 ILCS 5/24-8, amended by P.A. 103-515, requiring the Commission on Government Forecasting and Accountability to annually certify and publish the teacher minimum salary for 2024-2025 and beyond;</li> <li>2. 105 ILCS 5/24-11, amended by P.A. 103-500, generally condensing the timeframe in which teachers may acquire tenure, depending upon their evaluation ratings;</li> <li>3. 105 ILCS 5/24-12(d), amended by P.A. 103-354, requiring hearing officers in tenured teacher dismissal hearings to make certain procedural accommodations if the charges involve witnesses who are/were students or under the age of 18; and</li> <li>4. Continuous improvement.</li> </ol>	<input type="checkbox"/>
<p>5:210, Resignations</p>	<p>The policy and footnote are updated in response to 105 ILCS 5/24-14, amended by P.A. 103-549, addressing the resignation of teachers during a school term and amending the procedures a district must follow when referring a teacher to the State Superintendent of Education due to the teacher's resignation during the school term to accept another teaching assignment. Other continuous improvement updates are also made to the footnote.</p>	<input type="checkbox"/>
<p>5:220, Substitute Teachers</p>	<p>The policy and footnotes are updated in response to:</p> <ol style="list-style-type: none"> <li>1. Ill. Pension Code, 40 ILCS 5/16-118, amended by P.A.s 103-88 and 103-525, permitting TRS annuitants to substitute teach for 120 paid days or 600 paid hours in each school year through 6-30-26; and</li> <li>2. 105 ILCS 5/21B-20(3), amended by P.A. 103-193, eff. 1-1-24, permitting a board to employ a substitute teacher in a vacant position for 90 calendar days or until the end of the semester, whichever is greater, due to a lack of qualified candidates, provided certain procedures are followed.</li> </ol> <p>The footnotes are also updated in response to 105 ILCS 5/10-20.67 and 5/21B-20(4), amended by P.A. 103-111, extending Short-Term Substitute Teaching Licenses as a type of license until June 30, 2023<del>3</del>, and board authority to develop training programs for short-term substitute teacher in collaboration with the exclusive bargaining representative of its teachers, and for continuous improvement.</p>	<input type="checkbox"/>
<p>5:220-AP, Substitute Teachers</p>	<p>The procedure is updated in response to 105 ILCS 5/10-20.67 and 5/21B-20(4), amended by P.A. 103-111, extending Short-Term Substitute Teaching Licenses as a type of license until June 30, 2023<del>3</del>, and board authority to develop training programs for short term substitute teacher in collaboration the exclusive bargaining representative of its teachers, and for continuous improvement.</p>	<input type="checkbox"/>

## Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

<p>5:250, Leaves of Absence</p>	<p>The policy, Legal References, and footnotes are updated. The policy is updated in response to:</p> <ol style="list-style-type: none"> <li>1. Child Extended Bereavement Leave Act (CEBLA), 820 ILCS 156/, added by P.A. 103-466, providing an unpaid leave benefit to employees who experience the loss of a child by suicide or homicide;</li> <li>2. Victims' Economic Security and Safety Act (VESSA), 820 ILCS 180/, amended by P.A. 103-314, eff. 1-1-24, permitting employees to use VESSA leave to grieve attend to matters necessitated by the death of a family or household member who is killed in a crime of violence;</li> <li>3. 105 ILCS 5/24-3.5, added by P.A. 103-308, eff. 1-1-24, entitling teachers to 10 days of paid leave per school term for federal advocacy work, if they are elected to represent a statewide teacher association in such work; and</li> <li>4. Continuous improvement.</li> </ol> <p>The Legal References are updated in response to:</p> <ol style="list-style-type: none"> <li>1. CEBLA, 820 ILCS 156/, added by P.A. 103-466, providing an unpaid leave benefit to employees who experience the loss of a child by suicide or homicide;</li> <li>2. Family Bereavement Leave Act (FBLA), 820 ILCS 154/, amended by P.A. 102-1050, amending the title of the Act to <del>Child</del>Family Bereavement Leave Act; and</li> <li>3. 105 ILCS 5/10-20.83, amended by P.A. 103-154, finalizing the citation in the School Code for COVID-19 paid administrative leave.</li> </ol> <p>The footnotes are updated for the same reasons as the policy and Legal References (except for reason #2 for the Legal References).</p>
<p>5:285-AP, Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers</p>	<p>The procedure is updated in response to:</p> <ol style="list-style-type: none"> <li>1. 49 C.F.R Part 382, amended by 88 Fed. Reg. 27596, allowing employers to utilize oral fluid testing for drug tests regulated by the U.S. Dept. of Transportation (including for school bus drivers), and for continuous improvement;</li> <li>2. Ill. Vehicle Code, 625 ILCS 5/6-516, amended by P.A. 102-982, replacing the term <i>accident</i> with <i>crash</i> to clarify that not all crashes are accidental; and</li> <li>3. Continuous improvement.</li> </ol>
<p>5:330, Sick Days, Vacation, Holidays, and Leaves</p>	<p>The policy, Legal References, and footnotes are updated. The policy is updated in response to:</p> <ol style="list-style-type: none"> <li>1. CEBLA, 820 ILCS 156/, added by P.A. 103-466, providing an unpaid leave benefit to employees who experience the loss of a child by suicide or homicide, and for continuous improvement; and</li> <li>2. 105 ILCS 5/24-2(a), amended by P.A.s 103-395, eff. 1-1-24, and 103-467, and 10 ILCS 5/1-24, added by P.A. 103-467 and scheduled to be repealed on 1-1-25, adding 2024 Election Day as a school holiday.</li> </ol> <p>The Legal References are updated in response to:</p> <ol style="list-style-type: none"> <li>1. CEBLA, 820 ILCS 156/, added by P.A. 103-466, providing an unpaid leave benefit to employees who experience the loss of a child by suicide or homicide;</li> <li>2. FBLA, 820 ILCS 154/, amended by P.A. 102-1050, amending the title of the Act to <del>Child</del>Family Bereavement Leave Act; and</li> <li>3. 105 ILCS 5/10-20.83, amended by P.A. 103-154, finalizing the citation in the School Code for COVID-19 paid administrative leave.</li> </ol> <p>The footnotes are updated for the same reasons as the policy and Legal References (except for reason #2 for the Legal References) and in response to:</p> <ol style="list-style-type: none"> <li>1. VESSA, 820 ILCS 180/, amended by P.A. 103-314, eff. 1-1-24, permitting employees to use VESSA leave to grieve and attended to attend to matters necessitated by the death of a family or household member who is killed in a crime of violence; and</li> <li>2. Continuous improvement.</li> </ol>

## Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

<p>6:15, School Accountability</p>	<p>The policy and footnotes are updated. The policy and footnote 6 are updated in response to 105 ILCS 5/2-3.25f(a), amended by P.A. 103-175, providing that ISBE “shall provide technical assistance to schools in school improvement status to assist with the development and implementation of <del>School and District</del> Improvement Plans.”</p> <p>The footnotes are also updated in response to:</p> <ol style="list-style-type: none"> <li>1. 105 ILCS 5/2-3.25a, amended by P.A. 103-175, clarifying ISBE standards for student performance and school improvement;</li> <li>2. 105 ILCS 5/2-3.25b, amended by P.A. 103-175, granting ISBE authority to implement and carry out the issuance of school improvement designations via the accountability system identified in 105 ILCS 5/2-3.25a; and</li> <li>3. 105 ILCS 5/10-17a, amended by P.A.s 103-116, 103-263, 103-413, eff. 1-1-24, and 105-503, eff. 1-1-24, adding new data elements to school district report cards.</li> </ol>	<input type="checkbox"/>
<p>6:20, School Year Calendar and Day</p>	<p>The policy is unchanged. The footnotes are updated in response to:</p> <ol style="list-style-type: none"> <li>1. 105 ILCS 5/24-2, amended by P.A. 103-467, adding 2024 General Election Day as a school holiday;</li> <li>2. 10 ILCS 5/1-24, added by P.A. 103-467 and scheduled to be repealed on 1-1-25, establishing 2024 General Election Day as a state holiday;</li> <li>3. 105 ILCS 5/24-2(c), amended by P.A. 103-15, adding Sept. 17 as Constitution Day, a commemorative holiday;</li> <li>4. 105 ILCS 5/10-19.05, amended by P.A. 103-560, eff. 1-1-24, expanding work-based learning experiences that count toward the calculation of clock hours of school work per day; and</li> <li>5. Continuous improvement.</li> </ol>	<input type="checkbox"/>
<p>6:30, Organization of Instruction</p>	<p>The Legal References and footnotes are updated in response to 105 ILCS 5/10-20.19a, repealed by P.A. 103-410, and 105 ILCS 5/10-22.18, amended by P.A. 103-410, to require that boards establish a full-day kindergarten program by the beginning of the 2027-2028 school year. The Cross References are updated for continuous improvement.</p>	<input type="checkbox"/>
<p>6:50, School Wellness</p>	<p>The policy, Legal References, and footnotes are updated. The policy is updated with new subhead <b>Goals for Other School-Based Activities</b> in response to a request from the ISBE Nutrition Dept. and to federal requirements in 7 C.F.R. §210.31 for local school wellness policies. The footnotes are updated for the same reason, and the Legal References and footnotes are updated for continuous improvement.</p>	<input type="checkbox"/>
<p>6:60, Curriculum Content</p>	<p>The policy, Legal References, and footnotes are updated. The policy is updated in response to:</p> <ol style="list-style-type: none"> <li>1. 105 ILCS 5/27-21 and 5/27-20.3, amended by P.A. 103-422, and 105 ILCS 5/27-20.05, added by P.A. 103-422, requiring instruction on the Native American experience and Native American history starting in the 2024-2025 school year, Native American nations’ sovereignty and self-determination, and Native American genocide in North America;</li> <li>2. 105 ILCS 5/27-13.2(c), added by P.A. 103-365, eff. 1-1-24, requiring health education in grades 9-12 to include instruction on the dangers of fentanyl, beginning with the 2024-2025 school year; and</li> <li>3. Continuous improvement.</li> </ol> <p>The Legal References are updated in response to 105 ILCS 5/27-20.05, added by P.A. 103-422, requiring instruction on the Native American experience and Native American history.</p> <p>The footnotes are updated for the same reasons as the policy and in response to:</p> <ol style="list-style-type: none"> <li>1. 105 ILCS 110/3, amended by P.A. 103-212, requiring health education in grades 9-12 to include instruction on the dangers of allergies, beginning with the 2024-2025 school year; and</li> <li>2. 105 ILCS 5/2-3.196, requiring ISBE to develop a Statewide literacy plan by 1-31-24.</li> </ol>	<input type="checkbox"/>

## Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

6:60-AP1, Comprehensive Health Education Program	<p>The procedure is updated in response to:</p> <ol style="list-style-type: none"> <li>1. 105 ILCS 5/27-13.2(c), added by P.A. 103-365, eff. 1-1-24, requiring health education in grades 9-12 to include instruction on the dangers of fentanyl, beginning with the 2024-2025 school year;</li> <li>2. 105 ILCS 110/3, amended by P.A. 103-212, eff. 1-1-24, requiring health education in grades 9-12 to include instruction on the dangers of allergies, beginning with the 2024-2025 school year; and</li> <li>3. Continuous improvement.</li> </ol>	<input type="checkbox"/>
6:65, Student Social and Emotional Development	<p>The policy is unchanged. The footnotes are updated in response to:</p> <ol style="list-style-type: none"> <li>1. 20 ILCS 1705/76.2, added by P.A. 103-222, eff. 1-1-24, requiring the Ill. Dept. of Human Services (DHS) to partner with ISBE to provide technical assistance for the provision of mental health care for students during school days;</li> <li>2. 20 ILCS 1705/11.4, added by P.A. 103-546, requiring DHS to create and maintain an online Care Portal as a central resource for families with children with significant and complex behavioral health needs; and</li> <li>3. Continuous improvement.</li> </ol>	<input type="checkbox"/>
6:230, Library Media Program	<p>The policy, Legal References, Cross References, and footnotes are updated. The policy, Legal References, and footnote 1 are updated in response to 75 ILCS 10/8.7, added by P.A. 103-100, eff. 1-1-24, requiring districts that wish to be eligible for State library grants to adopt the American Library Association's <i>Library Bill of Rights</i> or develop a written statement prohibiting the practice of banning books. Cross References to 2:260, <i>Uniform Grievance Procedure</i>, and 6:260, <i>Complaints About Curriculum, Instructional Materials, and Programs</i>, are added. The footnotes are also updated for continuous improvement.</p>	<input type="checkbox"/>
6:230-AP, Responding to Complaints About Library Media Resources	<p>The procedure is updated for the reasons stated in 6:230, <i>Library Media Program</i>, above.</p>	<input type="checkbox"/>
6:270, Guidance and Counseling Program	<p>The policy is unchanged. The footnotes are updated in response to 105 ILCS 5/10-20.5a, amended by P.A. 103-204, eff. 1-1-24, requiring districts to make student directory information electronically accessible for official recruiting representatives of the armed forces and of state public institutions of higher education. The footnotes are also updated for continuous improvement.</p>	<input type="checkbox"/>
6:280, Grading and Promotion	<p>The policy is unchanged. The footnotes are updated in response to 105 ILCS 5/2-3.25a, amended by P.A. 103-175, requiring ISBE to develop standards for student performance, and for continuous improvement.</p>	<input type="checkbox"/>
7:50, School Admissions and Student Transfers To and From Non-District Schools	<p>The policy is unchanged. The footnotes are updated in response to 105 ILCS 5/13A, amended by P.A. 103-473, establishing specific procedures for administratively transferring a disruptive student to an ISBE regional safe school, and for continuous improvement.</p>	<input type="checkbox"/>
✓ 7:60, Residence	<p>The policy, Legal References, and footnotes are updated. The policy and footnotes are updated in response to 105 ILCS 5/10-20.12a(a), amended by P.A. 103-111, permitting boards to adopt a policy to waive nonresident tuition for a student who is the <i>child</i> of a district employee, and for continuous improvement. The Legal References are updated for continuous improvement by adding citations to provisions in the School Code addressing the residency of students with disabilities.</p>	<input type="checkbox"/>

6:240 : Field Trips

6:330 : AWARDS - NO

## Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

<p>✓ 7:70, Attendance and Truancy</p>	<p>The Legal References are updated for continuous improvement. The footnotes are updated in response to:</p> <ol style="list-style-type: none"> <li>1. Child Labor Law, 820 ILCS 205/, amended by P.A. 103-201, amending certain enforcement procedures and penalty provisions;</li> <li>2. Juvenile Court Act of 1987, 705 ILCS 405/3-33.5, amended by P.A. 103-379, restricts the ability of the juvenile courts and certain county boards to assess fines, fees, assessments, and costs to minors and the minor's parents/guardians, subject to the minor's adjudication under various ordinances and statutes; and</li> <li>3. Continuous improvement.</li> </ol>	<input type="checkbox"/>
<p>✓ 7:160, Student Appearance</p>	<p>The policy and footnotes are updated in response to 105 ILCS 5/10-22.25b, amended by P.A. 103-463, prohibiting schools from denying students the right to wear or accessorize their graduation attire with items associated with their culture, ethnic, or religious identity, or other characteristic or category protected under the IHRA. Continuous improvement updates are also made to the footnotes.</p>	<input type="checkbox"/>
<p>7:165, School Uniforms</p>	<p>The policy and footnotes are updated for the reasons stated in 7:160, <i>Student Appearance</i>, above.</p>	<input type="checkbox"/>
<p>✓ 7:190, Student Behavior</p>	<p>The policy, Legal References, and footnotes are updated. The policy is amended with optional language for Item #9 in the <b>Prohibited Student Conduct</b> subhead to prohibit academic dishonesty using a writing service and/or generative artificial intelligence technology. This optional language is further explained in new footnote 18.</p> <p>The <b>Required Notices</b> subhead of the policy and its accompanying footnotes are updated:</p> <ol style="list-style-type: none"> <li>1. To align with subsection <b>J. Required Notices</b> in sample administrative procedure 4:170-AP1, <i>Comprehensive Safety and Security Plan</i>; and</li> <li>2. In response to 105 ILCS 5/10-27.1A(c), amended by P.A. 103-34, clarifying the reporting obligations of school officials upon receipt of a report regarding a verified incident involving a firearm on school property.</li> </ol> <p>The Legal References citation to the Pro-Children Act is updated.</p> <p>The footnotes are also updated in response to 105 ILCS 5/13A, amended by P.A. 103-473, establishing specific procedures for administratively transferring a disruptive student to an ISBE regional safe school, and for continuous improvement.</p>	<input type="checkbox"/>
<p>7:190-AP9, Administrative Transfer to Regional Safe School Program</p>	<p><b>NEW.</b> This procedure is created in response to 105 ILCS 5/13A, amended by P.A. 103-473, establishing specific procedures for administratively transferring a disruptive student to an ISBE regional safe school.</p>	<input type="checkbox"/>
<p>7:250, Student Support Services</p>	<p>The policy is unchanged. The footnotes are updated in response to 23 Ill.Admin.Code §25.48, amended by 47 Ill. Reg. 5973, making short-term emergency approval in special education available until 6-30-26 (previously 6-30-23). The footnotes are also updated for continuous improvement.</p>	<input type="checkbox"/>
<p>✓ 7:270, Administering Medicines to Students</p>	<p>The policy, Cross References, and footnotes are updated. The policy and footnotes are updated in response to:</p> <ol style="list-style-type: none"> <li>1. 105 ILCS 5/10-22.21b and 105 ILCS 5/22-30, amended by P.A. 103-175, replacing the retired <del>Illinois Food Allergy Emergency Action Plan and Treatment Authorization Form</del> with <u>allergy emergency action plan</u> in the School Code provisions regarding administration of medication to students;</li> <li>2. 105 ILCS 5/22-30(f), amended by P.A. 103-348, eff. 1-1-24, requiring districts to maintain a supply of undesignated opioid antagonists to administer as necessary; and</li> <li>3. 105 ILCS 5/22-30(f), amended by P.A. 103-196, eff. 1-1-24, permitting a district maintaining special education facilities to maintain a supply of undesignated oxygen tanks.</li> </ol> <p>The footnotes are also updated for continuous improvement. The Cross References are updated in response to the renaming of 7:270-AP2, <i>Checklist for District Supply of Undesignated Asthma Medication(s), Epinephrine Injectors, Opioid Antagonists, and/or Glucagon</i>.</p>	<input type="checkbox"/>

## Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

7:270-AP2, Checklist for District Supply of Undesignated Asthma Medication(s), <del>Epinephrine Injectors, Opioid Antagonists, and/or Glucagon</del>	<b>RENAMED.</b> The procedure is updated for the reasons stated in 7:270, <i>Administering Medicines to Students</i> , above. <span style="float: right;"><input type="checkbox"/></span>
7:285, Anaphylaxis Prevention, Response, and Management Program	The Legal References and footnotes are updated in response to 105 ILCS 5/10-22.39, amended by P.A. 103-542, eff. 1-1-24 and operative 7-1-24, streamlining training requirements regarding anaphylactic reactions and management for staff members who work with students. Continuous improvement updates are also made to the footnotes. <span style="float: right;"><input type="checkbox"/></span>
7:285-AP, Anaphylaxis Prevention, Response, and Management Program	The procedure is updated in response to: <ol style="list-style-type: none"> <li>1. 105 ILCS 5/10-22.21b and 105 ILCS 5/22-30, amended by P.A. 103-175, replacing the retired <del>Illinois Food Allergy Plan and Treatment Authorization Form</del> with <u>allergy emergency action plan</u> in the School Code provisions regarding administration of medication to students;</li> <li>2. 105 ILCS 5/10-22.39, amended by P.A. 103-542, eff. 1-1-24 and operative 7-1-24, streamlining training requirements regarding anaphylactic reactions and management for staff members who work with students;</li> <li>3. 105 ILCS 110/3, amended by P.A. 103-212, eff. 1-1-24, mandating that health education include instruction on the dangers of allergies, beginning with the 2024-2025 school year;</li> <li>4. Renaming of 7:270-AP2, <i>Checklist for District Supply of Undesignated Asthma Medication(s), Epinephrine Injectors, Opioid Antagonists, and/or Glucagon</i>; and</li> <li>5. Continuous improvement.</li> </ol> <span style="float: right;"><input type="checkbox"/></span>
7:290, Suicide and Depression Awareness and Prevention	The policy and footnotes are updated in response to 105 ILCS 5/10-22.39, amended by P.A. 103-542, eff. 1-1-24 and operative 7-1-24, requiring teachers, administrators, and school support personnel who work with students to be trained on identifying warning signs of mental illness, trauma, and suicidal behavior in youth. The footnotes are also updated in response to 105 ILCS 5/10-20.81, amended by P.A. 103-143, requiring districts to insert contact information for the National Suicide Prevention Lifeline, the Crisis Text Line, and the Safe2Help Illinois helpline on student identification cards, and for continuous improvement. <span style="float: right;"><input type="checkbox"/></span>
7:290-AP, Resource Guide for Implementation of Suicide and Depression Awareness and Prevention Program	The procedure is updated in response to: <ol style="list-style-type: none"> <li>1. 105 ILCS 5/10-20.81, amended by P.A. 103-143, requiring districts to insert contact information for the National Suicide Prevention Lifeline, the Crisis Text Line, and the Safe2Help Illinois helpline on student identification cards;</li> <li>2. 20 ILCS 1705/76.2, added by P.A. 103-222, eff. 1-1-24, requiring DHS to partner with ISBE to provide technical assistance for the provision of mental health care for students during school days; and</li> <li>3. Continuous improvement.</li> </ol> <span style="float: right;"><input type="checkbox"/></span>
7:345, Use of Educational Technologies; Student Data Privacy and Security	The Legal References are updated in response to a minor style change. The footnotes are updated in response to guidance documents issued by the federal government on K-12 cybersecurity, <i>Protecting Our Future: Partnering to Safeguard K-12 Organizations from Cybersecurity Threats</i> (Jan. 2023) and <i>Digital Infrastructure Briefs</i> (Aug. 2023), and for continuous improvement. <span style="float: right;"><input type="checkbox"/></span>
7:345-AP, Use of Educational Technologies; Student Data Privacy and Security	The procedure is updated for the reasons stated in 7:345, <i>Use of Educational Technologies; Student Data Privacy and Security</i> , above. <span style="float: right;"><input type="checkbox"/></span>

## Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

<p>8:30, Visitors to and Conduct on School Property</p>	<p>The policy, Legal References, Cross References, and footnotes are updated. The policy and footnotes are updated in response to:</p> <ol style="list-style-type: none"><li>1. <b>PRESS</b> Advisory Board member feedback requesting clarification that the scope of subhead <b>Procedures to Deny Future Admission to Athletic or Extracurricular School Events <del>or Meetings</del></b> is limited, as specified in the new subhead title, to topics set forth in 105 ILCS 5/24-24;</li><li>2. <b>PRESS</b> Advisory Board member feedback requesting clarification on the authority of boards to enforce conduct rules under 105 ILCS 5/10-20.5 and under various criminal trespass statutes; and</li><li>3. OMA, 5 ILCS 120/2(c)(4.5), added by P.A. 103-311, permitting boards to meet in closed session for hearings regarding denial of admission to school events under 105 ILCS 5/24-24.</li></ol> <p>The Legal References are updated to:</p> <ol style="list-style-type: none"><li>1. Reflect a citation change in the Pro-Children Act;</li><li>2. Add citations to School Code provisions governing the authority of boards to enforce conduct rules;</li><li>3. Add citations to Criminal Code provisions regarding trespass violations; and</li><li>4. Implement style changes.</li></ol> <p>The footnotes are also updated in response to 625 ILCS 5/12-803(f), added by P.A. 103-404, prohibiting drivers from making contact with any portion of a stopped school bus or making contact with a school child within 30 feet of the school bus, and for continuous improvement.</p> <p>Policies 2:200, <i>Types of School Board Meetings</i>, and 2:230, <i>Public Participation at School Board Meetings and Petitions to the Board</i>, are added to the Cross References.</p>
---	--



The IASB Office of General Counsel's mission is to honestly, professionally, and credibly protect and preserve IASB through legal risk management and compliance services for the IASB Board of Directors and staff; promote best practices to IASB members; create educational products and services; and maintain strong, collaborative relationships with the public education community.

### Issue 113 Lead:



**Debra Jacobson**  
Assistant PRESS Editor,  
Assistant General Counsel  
(ext. 1211) djacobson@iasb.com



**Jeremy Duffy**  
PRESS Editor,  
Deputy Executive Director  
and General Counsel  
(ext. 1234) jduffy@iasb.com



**Maryam Brotine**  
Assistant PRESS Editor,  
Assistant General Counsel  
(ext. 1219) mbrotine@iasb.com



**Ummehani Faizullahoy**  
Assistant Director,  
Office of General Counsel  
(ext. 1227) ufaizullahoy@iasb.com



**Michael Ifkovits**  
Legal Assistant,  
Office of General Counsel  
(ext. 1237) mifkovits@iasb.com



**Karis Li**  
Legal Assistant,  
Office of General Counsel  
(ext. 1236) kli@iasb.com

## Acknowledgement to PRESS Advisory Board

The Policy Reference Education Subscription Service (PRESS) Advisory Board consists of a group of distinguished individuals, from the legal and education field. These individuals dedicate and volunteer their time to provide valuable input and suggestions on PRESS Issues. We appreciate their contributions and thank them sincerely.

— **Jeremy Duffy, Maryam Brotine, Debra Jacobson**

**Charles Watkins**, Associate Director/General Counsel, Illinois Association of School Administrators

**Brian Schwartz**, Deputy Executive Director & General Counsel, Illinois Principals Association

**Heather K. Brickman**, Attorney, Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP

**Dr. Kimberly C. Chambers**, Executive Director, Illinois Association of School Personnel Administrators; Director of Human Resources, Adlai E. Stevenson High School District 125

**Teri Engler**, Attorney, Engler Callaway Baasten & Sraga, LLC

**Dr. Dale R. Fisher**, Assistant Superintendent for Human Resources, Deerfield Public Schools District 109

**Stephanie E. Jones**, Attorney, Kriha Boucek LLC

**Dr. Michael Kiser**, Attorney, Law Office of Michael L. Kiser, Esq.

**Kathy Marshall**, Assistant Superintendent, Bureau-Henry-Stark ROE 28

**David G. Penn**, Attorney, Schmiedeskamp, Robertson, Neu & Mitchell LLP

**Merry Rhoades**, Attorney, Tueth, Keeney, Cooper, Mohan & Jackstadt P.C.

**M. Curt Richardson**, Attorney, McLean County Unit District 5

**Caroline Roselli**, Attorney, Robbins Schwartz

**Wayne Sauvageau**, former IASB Policy Consultant, and former Superintendent

**Dr. Lisa L. Smith**, Retired Associate Superintendent for Educational Services, Community School District 308

**Dr. Glenn A. Wood**, Assistant Superintendent, Plainfield Community Consolidated School District 202

**H. Allen Yow**, Attorney, Rammelkamp Bradney, Attorneys at Law

**IASB Staff Members**, especially Policy Services Directors, and select Field and Equity Services and Governmental Relations Directors

### Special Acknowledgement to IASB Legal Assistants

The following individuals provide us with excellent assistance between and during the drafting of each PRESS issue. We also thank them and appreciate their dedication and contributions to the quality of this service.

**Ummehani Faizullahoy**, Office of General Counsel, preparation, formatting, quality assurance, editor, State and federal regulations monitor

**Michael Ifkovits**, Office of General Counsel, preparation, formatting, quality assurance, editor, State and federal regulations monitor

**Karis Li**, Office of General Counsel, preparation, formatting, quality assurance, editor, State and federal regulations monitor

## *Document Status: Draft Update*

### **2:20 Powers and Duties of the Governing Board; Indemnification**

The major powers and duties of the Governing Board include, but are not limited to:

1. Formulating, adopting, and modifying Board policies, at its sole discretion, subject only to mandatory collective bargaining agreements and State and federal law.
2. Employing a Superintendent and other personnel, making employment decisions, dismissing personnel, including determining whether an employee has willfully or negligently failed to report an instance of suspected child abuse or neglect as required by 325 ILCS 5/, and establishing an equal employment opportunity policy that prohibits unlawful discrimination.
3. Directing, through policy, the Superintendent, in his or her charge of the District's administration.
4. Approving the annual budget, major expenditures, payment of obligations, annual audit, and other aspects of the District's financial operation; and making available a statement of financial affairs as provided in State law.
5. Entering contracts in accordance with applicable federal and State law, including using the public bidding procedure when required. PRESSPlus1
6. Providing, constructing, controlling, and maintaining adequate physical facilities; making school buildings available for use as civil defense shelters; and establishing a resource conservation policy.
7. Establishing an equal educational opportunities policy that prohibits unlawful discrimination.
8. Approving the curriculum, textbooks, and educational services.
9. Evaluating the educational program and approving School Improvement and District Improvement Plans. PRESSPlus2
10. Presenting the District report to parents/guardians and the community; these documents report District, School and student performance.
11. Establishing and supporting student behavior policies designed to maintain an environment conducive to learning, including deciding individual student suspension or expulsion cases brought before it.
12. Establishing attendance units within the District and assigning students to the schools.
13. Establishing the school year.
14. Requiring a moment of silence to recognize veterans during any type of school event held at a District school on November 11.
15. Providing student transportation services pursuant to State law.
16. Entering into joint agreements with other boards to establish cooperative educational programs or provide educational facilities.
17. Complying with requirements in the Abused and Neglected Child Reporting Act (ANCRA). Specifically, each individual Board member must, if an allegation is raised to the member during an open or closed Board meeting that a student is an abused child as defined in ANCRA, direct or cause the Board to direct the Superintendent or other equivalent school administrator to comply with ANCRA's requirements concerning the reporting of child abuse.
18. Notifying the State Superintendent of Education promptly and in writing of the name of a licensed

- teacher who was convicted of a felony, along with the conviction and the name and location of the court where the conviction occurred.
19. Notifying the Teachers' Retirement System (TRS) of the State of Ill. Board of Trustees promptly and in writing when it learns that a teacher as defined in the Ill. Pension Code was convicted of a felony, along with the name and location of the court where the conviction occurred, and the case number assigned by that court to the conviction.
  20. Communicating the schools' activities and operations to the community and representing the needs and desires of the community in educational matters.

### Governing Board Responsibilities and Duties

The responsibility for the management and governance of NTDSE shall be vested in the Governing Board. The Governing Board has the following duties:

- A. To receive, propose and review amendments to these Articles of Joint Agreement;
- B. To adopt an annual budget after a public hearing;
- C. To determine the nature and extent of services that NTDSE shall provide to its Member Districts;
- D. To determine the need for site acquisition, construction, and capital improvement, and to take appropriate and necessary action to acquire necessary sites, to build new construction and/or improve existing NTDSE school buildings, and/or make appropriate and necessary capital improvements to NTDSE school buildings after input from the Superintendents' Committee;
- E. To expend funds as provided in the adopted budget for the fiscal year;
- F. To incur debt as provided for under the School Code;
- G. To approve all payments to be made and to direct all appropriate action for payment of NTDSE indebtedness;
- H. To employ the Superintendent (as defined in Article V) and approve the employment of other personnel; to set salaries and terms of employment of same;
  - I. To approve the resignation and dismissal of any employee;
- J. To evaluate the performance of the Superintendent;
- K. To lease or purchase real estate for use by NTDSE, including, but not limited to, buildings, rooms, grounds, and appurtenances;
- L. To adopt an annual calendar of meetings which shall be held monthly and to hold such meetings in accordance with the laws of the State of Illinois;
- M. To establish Governing Board Committees as deemed necessary;
- N. To establish basic policies consistent with the Joint Articles of Agreement and the Illinois School Code;
- O. To approve contracts with service providers, labor unions, professional organizations, and/or amendments thereto; and
- P. To execute or authorize to be done such other matters as may be necessary or appropriate for the operation of NTDSE as permitted by law.

### Indemnification

To the extent allowed by law, the Board shall defend, indemnify, and hold harmless Board members, employees, volunteer personnel (pursuant to 105 ILCS 5/10-22.34, 10-22.34a and 10-22.34b), mentors of certified staff (pursuant to 105 ILCS 5/2-3.53a, 2-3.53b, and 105 ILCS 5/21A-5 et seq.), and student teachers who, in the course of discharging their official duties imposed or authorized by law, are sued as parties in a legal proceeding. Nothing herein, however, shall be construed as obligating the Board to defend, indemnify, or hold harmless any person who engages in criminal

activity, official misconduct, fraud, intentional or willful and wanton misconduct, or acts beyond the authority properly vested in the individual.

**LEGAL REF.:**

105 ILCS 5/10, 5/17-1, 5/21B-85, and 5/27-1.

115 ILCS 5/, Ill. Educational Labor Relations Act.

325 ILCS 5/, Abused and Neglected Child Reporting Act.

CROSS REF.: 1:10 (Joint Agreement Legal Status), 2:10 (District Governance), 2:140 (Communications To and From the Board), 2:240 (Board Policy Development), 4:60 (Purchases and Contracts), 4:70 (Resource Conservation), 4:100 (Insurance Management), 4:110 (Transportation), 4:150 (Facility Management and Building Programs), 4:165 (Awareness and Prevention of Sexual Abuse and Grooming Behaviors), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:30 (Hiring Process and Criteria), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:210 (Resignations), 5:290 (Employment Termination and Suspensions), 6:10 (Educational Philosophy and Objectives), 6:20 (School Year Calendar and Day), 7:10 (Equal Educational Opportunities), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 7:210 (Expulsion Procedures), 8:10 (Connection with the Community), 8:30 (Visitors to and Conduct on School Property)

---

**PRESSPlus Comments**

PRESSPlus 1. Updated in response to 105 ILCS 5/10-20.21, amended by P.A. 103-8, eff. 1-1-24, raising the bidding threshold to \$25,000.00-35,000.00. See policy 4:60, *Purchases and Contracts*. **Issue 113, October 2023**

PRESSPlus 2. Updated in response to 105 ILCS 5/2-3.25f, amended by P.A. 103-175, changing state interventions available for School Improvement and ~~District Improvement~~ Plans. For more specific information about school improvement plans, see PRESS sample policy 6:10, *Educational Philosophy and Objectives*, and f/n 6 in PRESS sample policy 6:15, *School Accountability*, available at PRESS Online by logging in at [www.iasb.com](http://www.iasb.com). **Issue 113, October 2023**

*OK*

## *Document Status: Draft Update*

### **2:120 Board Member Development**

The Governing Board desires that its individual members learn, understand, and practice effective governance principles. The Governing Board is responsible for Board member orientation and development. Governing Board members have an equal opportunity to attend State and national meetings designed to familiarize members with public school issues, governance, and legislation.

The Board President and/or Superintendent shall provide all Board members with information regarding pertinent education materials, publications, and notices of training or development.

#### Mandatory Board Member Training

Each Governing Board member will comply with the mandatory training laws. NTDSE will request a record of said compliance from Governing Board members' home district.

The Superintendent or designee shall maintain on the District website a log identifying the complete training and development activities of each Board member, including both mandatory and non-mandatory training.

#### Professional Development; Adverse Consequences of School Exclusion; Student Behavior

The Board President or Superintendent, or their designees, will make reasonable efforts to provide ongoing professional development to Board members about the adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, appropriate and available supportive services for the promotion of student attendance and engagement, and developmentally appropriate disciplinary methods that promote positive and healthy school climates, i.e., *Senate Bill 100 training topics*.

#### New Board Member Orientation

The orientation process for newly elected or appointed Governing Board members includes:

1. The Governing Board President or Superintendent, or their designees, shall give each new Board member a copy of or online access to the Board Policy Manual, the Board's regular meeting minutes for the past year, and other helpful information including material describing the District and explaining the Board's roles and responsibilities.
2. The Governing Board President or designee shall schedule one or more special Board meetings, or schedule time during regular meetings, for Board members to become acquainted and to review Board processes and procedures.
- ➔ 3. The Governing Board President may request a veteran Board member to mentor a new member.
4. All new members are encouraged to attend workshops for new members conducted by the Illinois Association of School Boards.

LEGAL REF.:

5 ILCS 120/1.05 and 120/2, Open Meetings Act, [PRESSPlus1](#)

105 ILCS 5/10-16a and 5/24-16.5.

CROSS REF.:2:125 (Board Member Compensation; Expenses), 2:200 (Types of Governing Board Meetings)

---

**PRESSPlus Comments**

PRESSPlus 1. The Legal References are updated. **Issue 113, October 2023**

## Document Status: Draft Update

### 2:200 Types of Governing Board Meetings

#### General

For all meetings of the Governing Board and its committees, the Superintendent or designee shall satisfy all notice and posting requirements contained herein as well as in the Open Meetings Act. This shall include mailing meeting notifications to news media that have officially requested them and to others as approved by the Board. Unless otherwise specified, all meetings are held in the District's main office. Board policy 2:220, *Governing Board Meeting Procedure*, governs meeting quorum requirements.

The Superintendent is designated on behalf of the Board and each Board committee to receive the training on compliance with the Open Meetings Act that is required by Section 1.05(a) of that Act. The Superintendent may identify other employees to receive the training. In addition, each Board member must complete a course of training on the Open Meetings Act as required by Section 1.05(b) or (c) of that Act.

#### Regular Meetings

The Board announces the time and place for its regular meetings at the beginning of each fiscal year. The Superintendent shall prepare and make available the calendar of regular Board meetings. The regular meeting calendar may be changed with 10 days' notice in accordance with State law.

A meeting agenda shall be posted at the District's main office and the Board's meeting room, or other location where the meeting is to be held, at least 48 hours before the meeting.

#### Closed Meetings

The Board and Board committees may meet in a closed meeting to consider the following subjects:

1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [the Open Meetings Act]. 5 ILCS 120/2(c)(1) ~~amended by P.A. 101-459.~~
2. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2).
3. The selection of a person to fill a public office, as defined in the Open Meetings Act, including a vacancy in a public office, when the public body is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance. 5 ILCS 120/2(c)(3).

4. Evidence or testimony presented in open hearing, or in closed hearing where specifically authorized by law, to a quasi-adjudicative body, as defined in the Open Meetings Act, provided that the body prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4).
5. Evidence or testimony presented to the Board regarding denial of admission to school events or property pursuant to 105 ILCS 5/24-24, provided that the Board prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4.5). [PRESSPlus1](#)
6. The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. 5 ILCS 120/2(c)(5).
7. The setting of a price for sale or lease of property owned by the public body. 5 ILCS 120/2(c)(6).
8. The sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7).
9. Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. 5 ILCS 120/2(c)(8).
10. Student disciplinary cases. 5 ILCS 120/2(c)(9).
11. The placement of individual students in special education programs and other matters relating to individual students. 5 ILCS 120/2(c)(10).
12. Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. 5 ILCS 120/2(c)(11).
13. The establishment of reserves or settlement of claims as provided in the Local Governmental and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the public body or any intergovernmental risk management association or self insurance pool of which the public body is a member. 5 ILCS 120/2(c)(12).
14. Self evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the public body is a member. 5 ILCS 120/2(c)(16).
15. Discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. 5 ILCS 120/2(c)(21).
16. Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. 5 ILCS 120/2(c)(29).

The Board may hold a closed meeting, or close a portion of a meeting, by a majority vote of a quorum, taken at an open meeting. The vote of each Board member present, and the reason for the closed meeting, will be publicly disclosed at the time of the meeting and clearly stated in the motion and the meeting minutes.

A single motion calling for a series of closed meetings may be adopted when such meetings will involve the same particular matters and are scheduled to be held within 3 months of the vote.

No final Board action will be taken at a closed meeting.

### Reconvened or Rescheduled Meetings

A meeting may be rescheduled or reconvened. Public notice of a rescheduled or reconvened meeting shall be given in the same manner as that for a special meeting, except that no public notice is required when the original meeting is open to the public and: (1) is to be reconvened within 24 hours, or (2) an announcement of the time and place of the reconvened meeting was made at the original meeting and there is no change in the agenda.

### Special Meetings

Special meetings may be called by the President or by any 3 members of the Board by giving notice thereof, in writing, stating the time, place, and purpose of the meeting to remaining Board members by mail at least 48 hours before the meeting, or by personal service at least 24 hours before the meeting.

Public notice of a special meeting is given by posting a notice at the District's main office at least 48 hours before the meeting and by notifying the news media that have filed a written request for notice. A meeting agenda shall accompany the notice.

All matters discussed by the Board at any special meeting must be related to a subject on the meeting agenda.

### Emergency Meetings

Public notice of emergency meetings shall be given as soon as practical, but in any event, before the meeting to news media that have filed a written request for notice.

### Posting on the District Website

In addition to the other notices specified in this policy, the Superintendent or designee shall post the following on the District website: (1) the annual schedule of regular meetings, which shall remain posted until the Board approves a new schedule of regular meetings; (2) a public notice of all Board meetings; and (3) the agenda for each meeting which shall remain posted until the meeting is concluded.

### LEGAL REF.:

5 ILCS 120/, Open Meetings Act.

5 ILCS 140/, Freedom of Information Act.

105 ILCS 5/10-6 and 5/10-16.

CROSS REF.: 2:120 (Board Member Development), 2:210 (Organizational Governing Board Meetings), 2:220 (Governing Board Meeting Procedure), 2:230 (Public Participation at Governing Board Meetings and Petitions to the Board), 6:235 (Access to Electronic Networks), 8:30 (Visitors to and Conduct on School Property)

---

### **PRESSPlus Comments**

PRESSPlus 1. Updated in response to the Open Meetings Act (OMA), 5 ILCS 120/2(c)(4.5), added by P.A. 103-311. **Issue 113, October 2023**

## Document Status: Draft Update

### 2:220 Governing Board Meeting Procedure

#### Agenda

The Governing Board President is responsible for focusing the Board meeting agendas on appropriate content. The Superintendent shall prepare agendas in consultation with the Board President.

Each Board meeting agenda shall contain the general subject matter of any item that will be the subject of final action at the meeting. Any Board member may submit suggested agenda items to the Board President for his or her consideration for an upcoming meeting. District residents may suggest inclusions for the agenda. The Board will take final action only on items contained in the posted agenda; items not on the agenda may still be discussed.

The Superintendent shall provide a copy of the agenda, with adequate data and background information, to each Board member at least 48 hours before each meeting, except a meeting held in the event of an emergency. The meeting agenda shall be posted in accordance with Board policy 2:200, *Types of Governing Board Meetings*.

The Board President shall determine the order of business at regular Board meetings. Upon consent of a majority of members present, the order of business at any meeting may be changed.

#### Voting Method

Unless otherwise provided by law, when a vote is taken upon any measure before the Board, with a quorum being present, a majority of the votes cast shall determine its outcome. A vote of *abstain* or *present*, or a vote other than *yea* or *nay*, or a failure to vote, is counted for the purposes of determining whether a quorum is present. A vote of *abstain* or *present*, or a vote other than *yea* or *nay*, or a failure to vote, however, is not counted in determining whether a measure has been passed by the Board, unless otherwise stated in law. The sequence for casting votes is rotated.

On all questions involving the expenditure of money and on all questions involving the closing of a meeting to the public, a roll call vote shall be taken and entered in the Board's minutes.

Any Board member may request that his or her vote be changed before the President announces the result.

Any Board member may include a written explanation of his or her vote in the District file containing individual Board member statements; the explanation will not be part of the minutes.

#### Minutes

The Board Secretary shall keep written minutes of all Board meetings (whether open or closed), which shall be signed by the President and the Secretary. The minutes include:

1. The meeting's date, time, and place;
2. Board members recorded as either present or absent;

3. A summary of the discussion on all matters proposed, deliberated, or decided, and a record of any votes taken;
4. On all matters requiring a roll call vote, a record of who voted *yea* and *nay*;
5. If the meeting is adjourned to another date, the time and place of the adjourned meeting;
6. The vote of each member present when a vote is taken to hold a closed meeting or portion of a meeting, and the reason for the closed meeting with a citation to the specific exception contained in the Open Meetings Act (OMA) authorizing the closed meeting;
7. A record of all motions, including individuals making and seconding motions; and
8. The type of meeting, including any notices and, if a reconvened meeting, the original meeting's date.

The minutes shall be submitted to the Board for approval or modification at its next regularly scheduled open meeting. Minutes for open meetings must be approved within 30 days after the meeting or at the second subsequent regular meeting, whichever is later.

Every six months, or as soon after as is practicable, in an open meeting, the Board: (1) reviews minutes from all closed meetings that are currently unavailable for public release, and (2) determines which, if any, no longer require confidential treatment and are available for public inspection. This is also referred to as a *semi-annual review*. The Board may meet in a prior closed session to review the minutes from closed meetings that are currently unavailable for public release, but it reports its determination in open session.

The Board's meeting minutes must be submitted to the Board Treasurer at such times as the Treasurer may require.

The official minutes are in the custody of the Board Secretary. Open meeting minutes are available for inspection during regular office hours within 10 days after the Board's approval; they may be inspected in the District's main office, in the presence of the Secretary, the Superintendent or designee, or any Board member.

Minutes from closed meetings are likewise available, but only if the Board has released them for public inspection, except that Board members may access closed session minutes not yet released for public inspection (1) in the District's administrative offices or their official storage location, and (2) in the presence of a records secretary, an administrative official of the public body, or any elected official of the public body. The minutes, whether reviewed by members of the public or the Board, shall not be removed from the District's administrative offices or their official storage location except by vote of the Board or by court order.

The Board's open meeting minutes shall be posted on the District website within 10 days after the Board approves them; the minutes will remain posted for at least 60 days.

#### Verbatim Record of Closed Meetings

The Superintendent, or the Board Secretary when the Superintendent is absent, shall audio record all closed meetings. If neither is present, the Board President or presiding officer shall assume this responsibility. After the closed meeting, the person making the audio recording shall label the recording with the date and store it in a secure location. The Superintendent shall ensure that: (1) an audio recording device and all necessary accompanying items are available to the Board for every closed meeting, and (2) a secure location for storing closed meeting audio recordings is maintained close to the Board's regular meeting location.

After 18 months have passed since being made, the audio recording of a closed meeting is destroyed

provided the Board approved: (1) its destruction, and (2) minutes of the particular closed meeting.

Individual Board members may access verbatim recordings in the presence of a records secretary, an administrative official of the public body, or any elected official of the public body. Access to the verbatim recordings is available at the District's administrative offices or the verbatim recording's official storage location. Requests shall be made to the Superintendent or Board President. While a Board member is listening to a verbatim recording, it shall not be re-recorded or removed from the District's main office or official storage location, except by vote of the Board or by court order.

Before making such requests, Board members should consider whether such requests are germane to their responsibilities or service to District. In the interest of encouraging free and open expression by Board members during closed meetings, the recordings of closed meetings should not be used by Board members to confirm or dispute the accuracy of recollections.

#### Quorum and Participation by Audio or Video Means

A quorum of the Board must be physically present at all Board meetings. A majority of the full membership of the Board constitutes a quorum.

Provided a quorum is physically present, a Board member may attend a meeting by video or audio conference if he or she is prevented from physically attending because of: (1) personal illness or disability, (2) employment or District business, ~~or~~ (3) a family or other emergency, or (4) unexpected childcare obligations. PRESSPlus1 If a member wishes to attend a meeting by video or audio means, he or she must notify the recording secretary or Superintendent at least 24 hours before the meeting unless advance notice is impractical. The recording secretary or Superintendent will inform the Board President and make appropriate arrangements. A Board member who attends a meeting by audio or video means, as provided in this policy, may participate in all aspects of the Board meeting including voting on any item.

#### No Physical Presence of Quorum and Participation by Audio or Video: Disaster Declaration

The ability of the Board to meet in person with a quorum physically present at its meeting location may be affected by the Governor or the Director of the Ill. Dept. of Public Health issuing a disaster declaration related to a public health emergency. The Board President or, if the office is vacant or the President is absent or unable to perform the office's duties, the Vice President determines that an in-person meeting or a meeting conducted under the **Quorum and Participation by Audio or Video Means** subhead above, is not practical or prudent because of the disaster declaration; if neither the President nor Vice President are present or able to perform this determination, the Superintendent shall serve as the duly authorized designee for purposes of making this determination.

The individual who makes this determination for the Board shall put it in writing, include it on the Board's published notice and agenda for the audio or video meeting and in the meeting minutes, and ensure that the Board meets every OMA requirement for the Board to meet by video or audio conference without the physical presence of a quorum.

#### Rules of Order

Unless State law or Board-adopted rules apply, the Board President, as the presiding officer, will use the most recent edition of Robert's Rules of Order Newly Revised, as a guide when a question arises concerning procedure.

#### Broadcasting and Recording Board Meetings

Any person may record or broadcast an open Board meeting. Special requests to facilitate recording

or broadcasting an open Board meeting, such as seating, writing surfaces, lighting, and access to electrical power, should be directed to the Superintendent at least 24 hours before the meeting.

Recording meetings shall not distract or disturb Board members, other meeting participants, or members of the public. The Board President may designate a location for recording equipment, may restrict the movements of individuals who are using recording equipment, or may take such other steps as are deemed necessary to preserve decorum and facilitate the meeting.

**LEGAL REF.:**

5 ILCS 120/2a, 120/2.02, 120/2.05, 120/2.06, and 120/7, Open Meetings Act.

105 ILCS 5/10-6, 5/10-7, 5/10-12, and 5/10-16.

CROSS REF.: 2:80 (Board Member Oath and Conduct), 2:150 (Committees), 2:200 (Types of School Board Meetings), 2:230 (Public Participation at Governing Board Meetings and Petitions to the Board)

---

**PRESSPlus Comments**

PRESSPlus 1. Updated in response to 5 ILCS 120/7(a), amended by P.A. 103-311. **Issue 113, October 2023**

## Document Status: Draft Update

### 2:220-E2 Exhibit - Motion to Adjourn to Closed Meeting

#### Motion to Adjourn to Closed Meeting

Date:	Time:
Location:	

A motion was made by \_\_\_\_\_, and seconded by \_\_\_\_\_, to adjourn to closed meeting to discuss:

- The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors, or specific volunteers of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor, or a volunteer of the District or against legal counsel for the District to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act. 5 ILCS 120/2(c)(1) ~~amended by P.A. 101-459.~~
- Collective negotiating matters between the District and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2).
- The selection of a person to fill a public office, including a vacancy in a public office, when the District is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the District is given power to remove the occupant under law or ordinance. 5 ILCS 120/2(c)(3).
- Evidence or testimony presented in open hearing, or in closed hearing where authorized by law, to a quasi-adjudicative body, as defined in the Open Meetings Act, provided that the body prepares and makes available for public inspection a written decision with its determinative reasoning. 5 ILCS 120/2(c)(4).
- Evidence or testimony presented to the Board regarding denial of admission to school events or property pursuant to 105 ILCS 5/24-24, provided that the Board prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4.5), added by P.A. 103-311, [PRESSPlus1](#)
- The purchase or lease of real property for the use of the District, including meetings held for the purpose of discussing whether a particular parcel should be acquired. 5 ILCS 120/2(c)(5).
- The setting of a price for sale or lease of property owned by the District. 5 ILCS 120/2(c)(6).

- The sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7).
- Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. 5 ILCS 120/2(c)(8).
- Student disciplinary cases. 5 ILCS 120/2(c)(9).
- The placement of individual students in special education programs and other matters relating to individual students. 5 ILCS 120/2(c)(10).
- Litigation, when an action against, affecting or on behalf of the particular District has been filed and is pending before a court or administrative tribunal, or when the District finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes. 5 ILCS 120/2(c)(11).
- The establishment of reserves or settlement of claims as provided in the Local Government and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the District or any intergovernmental risk management association or self insurance pool of which the District is a member. 5 ILCS 120/2(c)(12).
- Self-evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the District is a member. 5 ILCS 120/2(c)(16).
- Discussion of minutes of meetings lawfully closed, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. 5 ILCS 120/2(c)(21).
- Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. 5 ILCS 120/2(c)(29).

**Closed Meeting Roll Call:**

"Yeas"	"Nays"
--------	--------

**Motion:**  Carried  Failed

**PRESSPlus Comments**

PRESSPlus 1. Updated in response to the Open Meetings Act (OMA), 5 ILCS 120/2(c)(4.5), added by P.A. 103-311. **Issue 113, October 2023**

OK

## Document Status: Draft Update

### 2:220-E6 Exhibit - Log of Closed Meeting Minutes

The purpose of this log is to facilitate the Board's semi-annual review of closed meeting minutes. *Semi-annual* means every six months, or as soon after as is practicable, taking into account the nature and meeting schedule of the board. 5 ILCS 120/2.06(d), amended by P.A. 102-653. See 2:220-E5, *Semi-Annual Review of Closed Meeting Minutes*.

The Board Secretary or Recording Secretary shall maintain a list of closed meeting minutes, arranged according to the reason for the closed meeting, that have not been released for public inspection.

Closed Session Held to Discuss:	Dates of Closed Sessions		
Specific employee(s), specific independent contractors, specific volunteers, or District legal counsel; however, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [the Open Meetings Act]. 5 ILCS 120/2(c)(1) amended by P.A. 101-459.			
Collective negotiating matters or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2).			
Selection of a person to fill a vacancy on the Board. 5 ILCS 120/2(c)(3).			
Evidence or testimony presented in a hearing where authorized by law. 5 ILCS 120/2(c)(4).			
<u>Evidence or testimony presented to the Board regarding denial of admission to school events or property pursuant to 105 ILCS 5/24-24, provided that the Board prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4.5), added by P.A. 103-311. <a href="#">PRESSPlus1</a></u>			
Purchase or lease of real property. 5 ILCS 120/2(c)(5).			
Setting of a price for sale or lease of District property. 5ILCS 120/2(c)(6).			
Sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7).			
Security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger. 5 ILCS 120/2(c)(8).			
Student discipline... 5 ILCS 120/2(c)(9). Minutes of meetings held for this			

Student disciplinary cases. 5 ILCS 120/2(c)(9). <i>Minutes of meetings held for this reason shall never be released to protect the individual student's privacy.</i>			
Any matter involving an individual student. 5 ILCS 120/2(c)(10). <i>Minutes of meetings held for this reason shall never be released to protect the individual student's privacy.</i>			
Litigation, when an action against, affecting, or on behalf of the District has been filed and is pending before a court or administrative tribunal, or when the Board finds that an action is probable or imminent. 5 ILCS 120/2(c)(11).			
Establishment of reserves or settlement of claims as provided in the Local Government and Governmental Employees Tort Immunity Act or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the District or any intergovernmental risk management association or self insurance pool. 5 ILCS 120/2(c)(12).			
Self-evaluation, practices and procedures or professional ethics, when meeting with an IASB representative. 5 ILCS 120/2(c)(16).			
Minutes of meetings lawfully closed, whether for purposes of approval or semi-annual review. 5 ILCS 120/2(c)(21).			
Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. 5 ILCS 120/2(c)(29).			

**PRESSPlus Comments**

PRESSPlus 1. Updated in response to the Open Meetings Act (OMA), 5 ILCS 120/2(c)(4.5), added by P.A. 103-311. **Issue 113, October 2023**

## *Document Status: Draft Update - Rewritten*

### **3:40-E Exhibit - Checklist for the Superintendent Employment Contract Negotiation Process**

The School Board hires and employs the Superintendent. The Superintendent shall be in charge of the administration of the schools under the direction of the Board, through its policies. See 105 ILCS 5/10-21.4 and 105 ILCS 5/10-16.7. As an effective employer, the Board must develop and maintain a productive relationship with the Superintendent. See IASB's *Foundational Principles of Effective Governance, Principle 3. The board employs a superintendent*, at: [www.iasb.com/conference-training-and-events/training/training-resources/foundational-principles-of-effective-governance/](http://www.iasb.com/conference-training-and-events/training/training-resources/foundational-principles-of-effective-governance/). PRESSPlus1

The foundation for a productive employment relationship begins when the Board identifies the most qualified superintendent candidate (*successful superintendent candidate*) after an established interview process. The Board then extends an offer of employment to the successful superintendent candidate. The employment search process and resulting relationship should consist of mutual respect and a clear understanding of respective roles, responsibilities, and expectations. This relationship should begin with the Board's policy, a thoughtfully crafted employment contract and job description, and procedures for communications and ongoing assessment. See *Principles* at the link above.

Below, the *Checklist for the Superintendent Employment Contract Negotiation Process (Checklist)* provides a column entitled **Superintendent Contract Term Considerations for the Board**. It lists common superintendent employment contract terms and points of consideration for boards to prepare for during the contract formation process. Another column entitled **Explanation, Special Considerations, and Resources** provides extra information about these common superintendent employment contract terms.

The *Checklist* is intended to serve as a resource to educate and guide the Board through the employment contract negotiation process with its successful superintendent candidate. Board members who are educated about the content within the *Checklist* are crucial to successful negotiation processes. An educated contract formation and negotiation process, along with a well-written contract and job description for the Superintendent, all set the foundation for mutual respect and a clear understanding of the Board and Superintendent's respective roles, responsibilities, and expectations. **Important:** This *Checklist* is a resource for contract formation; it is not a list of must have items for a superintendent's employment contract or a basis for a board to re-open contracts currently in effect.

Prior to providing the successful superintendent candidate an offer for employment and contract for review, consideration, and negotiation, consult the Board Attorney about the *Checklist* and the scope of the terms the Board wishes to offer the successful superintendent candidate. The Board and the successful superintendent candidate should expect and encourage the other to seek the advice of their respective attorneys during the employment contract formation process.

Many attorneys agree and best practices suggest that boards and successful superintendent candidates work with their own separate attorneys in an amicable and cooperative manner to complete the employment contract negotiation process.

**Board Attorney.** Prior to providing any successful superintendent candidate with an offer for employment and a contract for review, consideration, and negotiation, best practices suggest consulting the Board Attorney about the *Checklist*. Note: Boards should view a successful superintendent candidate retaining his or her own attorney as a best practice (as opposed to a warning sign). Each party is beginning the employment relationship in a cooperative manner to set an appropriate foundation to the future working relationship.

**Power and Duties of the Superintendent**

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Duties	<p>Does the Board enumerate the duties of the Superintendent in the employment contract?</p> <ol style="list-style-type: none"> <li>1. Are the statutory duties of the Superintendent listed?</li> <li>2. Has the Board incorporated policy references to the other duties related to the Superintendent's employment?</li> </ol> <p>See 105 ILCS 5/10-21.4 and 105 ILCS 5/10-16.7.</p>
Full-time, Attention and Energy Clause	<p>How will the Board address outside activities of the Superintendent?</p> <ol style="list-style-type: none"> <li>1. How will the Board define <i>outside activities</i>?</li> <li>2. Will the Board restrict the Superintendent from engaging in outside activities during the term of the employment contract?</li> <li>3. Will the Board require approval/notification before the Superintendent engages in outside activities?</li> </ol>

**Employment and Compensation**

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Duration of Contract	<p>A superintendent's employment contract may not exceed five years. If its duration is two to five years, the contract must reference goals and suspension of tenure.</p> <p>No performance-based contract shall be extended or rolled over prior to its scheduled expiration unless all the performance and improvement goals contained in the contract have been met. See 105 ILCS 5/10-23.8.</p> <p>If the duration is one year or less, then the contract need not reference goals or suspension of tenure.</p>
	Special Considerations for the Board may include:

Salary	<ol style="list-style-type: none"> <li>1. What is the estimated Board contribution to the Teachers' Retirement System (TRS) for any raises above six percent (40 ILCS 5/15-155(g)) prior to retirement?</li> <li>2. What is the <i>cost shift</i> implication for the District if the Board offers or later agrees to a salary that is equal to or greater than the governor's statutory salary? School districts are responsible for paying the actuarial cost of the pension benefits earned on the portion of a TRS member's salary that exceeds the governor's statutory salary. The governor's annual salary is published by TRS at: <a href="http://www.trsil.org/employers/payments/contribution-rates_earnings-limitations">www.trsil.org/employers/payments/contribution-rates_earnings-limitations</a>.</li> <li>3. Do any administrative cost cap triggers exist (105 ILCS 5/17-1.5)?</li> </ol> <p>Items the Board may see the successful superintendent candidate request of it:</p> <ol style="list-style-type: none"> <li>1. A fixed salary for each year of the contract.</li> <li>2. A guaranteed minimum salary.</li> <li>3. Compensation increases.</li> </ol>
Severance Agreements	<p>Any contract that contains a condition of severance pay must include the following provisions required by the Government Severance Pay Act (GSPA), 5 ILCS 415/10:</p> <ol style="list-style-type: none"> <li>1. A restriction to an amount not exceeding 20 weeks of compensation; and</li> <li>2. A prohibition for any severance if the Superintendent is fired for <i>misconduct</i> by the Board. See the <i>Severance Pay</i> row under the Changes to the Superintendent's Employment Contract subhead below for a definition of what misconduct means in the context of this law.</li> </ol>
Teachers Retirement System (TRS) & Teacher Health Insurance (THIS)	<p>How does the Board want to address:</p> <ol style="list-style-type: none"> <li>1. Pension contributions (TRS-THIS)?</li> <li>2. Inclusion of salary and other compensation in the payment of TRS and THIS? Or, will TRS and THIS be in addition to salary and other compensation?</li> <li>3. Unforeseen pension reform issues?</li> </ol>

**Conditions of Employment**

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Administrative License	Does the Board want to require the successful superintendent candidate to guarantee that as the future Superintendent of the District, he or she has and will maintain the appropriate licensure throughout

	the employment contract?
Criminal Background Check Law	105 ILCS 5/10-21.9. See also PRESS sample policy 5:30, <i>Hiring Process and Criteria</i> , and the subhead entitled Fingerprint-based Criminal History Records Information Check in administrative procedure 5:30-AP2, <i>Investigations</i> .
Sexual Misconduct Related Employment History Review Law	105 ILCS 5/22-94, added by P.A. 102-702, eff. 7-1-23. See also PRESS sample policy 5:30, <i>Hiring Process and Criteria</i> and PRESS sample administrative procedure 5:30-AP3, <i>Sexual Misconduct Related Employment History Review (EHR)</i> .
Other Background Check Laws	<p>Does the Board want to require additional background inquiries beyond the fingerprint-based criminal history records information check required by 105 ILCS 5/10-21.9 and sexual misconduct related employment history review required by 105 ILCS 5/22-94, added by P.A. 102-702, eff. 7-1-23 and discussed above? If yes, consult the Board Attorney and consider the following laws:</p> <p>15 U.S.C. § 1681 et seq., Federal Fair Credit Reporting Act (FCRA), is a federal law that regulates the gathering and use of information about consumers by third party <i>consumer reporting agencies</i>, including credit information, criminal background, driving record, personal characteristics/reputation, etc. The law requires consumer reporting agencies to comply with certain procedural notice requirements when gathering information from a consumer.</p> <p>820 ILCS 75/, III. Job Opportunities for Qualified Applicants Act, prohibits employers from inquiring about an applicant's criminal history until the application has been determined qualified and notified that he/she has been selected for an interview (<i>a/k/a ban the box law</i>).</p> <p>820 ILCS 55/, III. Right to Privacy in the Workplace Act (RPWA), prohibits employers from:</p> <ol style="list-style-type: none"> <li>1. Requesting, coercing, or requiring any employee or prospective employee to provide a user name and password for any personal online account;</li> <li>2. Requesting, coercing, or requiring an employee or applicant to invite the employer to have access to that individual's personal online account; and</li> <li>3. Taking an adverse employment action against</li> </ol>

	<p>an individual (including refusal to hire) based on that individual's use of a lawful product off District property during nonworking hours, i.e., tobacco, cannabis, or alcohol. (Note: RPWA allows employers to regulate employees' use of those lawful products that impair an employee's ability to perform the employee's assigned duties. See policy 5:50, <i>Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition</i>, and its f/ns).</p> <p>820 ILCS 70/, III. Employee Credit Privacy Act, prohibits employers from inquiring into an individual's credit history or taking action against an employee based such history unless a satisfactory credit history is a <i>bona fide occupational requirement</i>, which is further defined in the statute. The job descriptions of superintendents generally meet this standard because they: (1) describe a managerial position that involves direction of school districts; (2) include signatory power over more than \$100; and (3) involve having access to confidential and financial information. Note: Any one of these grounds alone is sufficient.</p>
Medical Examination	<p>105 ILCS 5/24-5 requires new employees to submit evidence of physical fitness to perform assigned duties and freedom from communicable diseases.</p> <p>The Americans with Disabilities Act allows medical inquiries of current employees only when they are job-related and consistent with business necessity or part of a voluntary employee wellness program. 42 U.S.C. §12112(d)(4). Districts may deny jobs to individuals with disabilities who pose a direct threat to the health or safety of others in the workplace, provided that a reasonable accommodation would not either eliminate the risk or reduce it to an acceptable level. 42 U.S.C. §12113; 29 C.F.R. §1630.2(r).</p> <p>See also PRESS sample policy 5:30, <i>Hiring Process and Criteria</i>, specifically f/ns 25 and 26.</p>
Tenure	<p>Suspension of Tenure</p> <p>With multi-year contracts and multi-year extensions, superintendents waive their rights to tenure in a school district, but no previously acquired tenure may be lost.</p> <p>Continued Tenure</p> <p>Superintendents serving multiple one year contracts may still accrue service toward and acquire tenure.</p>

See 105 ILCS 5/10-23.8 and the *Duration of Contract* row in the Employment and Compensation checkbox, above.

Evaluations and Goals

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
Board Goals and Indicators of Student Performance and Academic Achievement for the Superintendent	<p>105 ILCS 5/10-23.8 requires each performance-based contract to include the goals and indicators of student performance and academic improvement determined and used by the Board to measure the performance and effectiveness of the Superintendent and other information as the Board may determine.</p> <p>Regarding its goals and indicators, has the Board:</p> <ol style="list-style-type: none"> <li>1. At minimum, addressed student performance and academic achievement (105 ILCS 5/10-23.8 states "and other information as the Board may determine")?</li> <li>2. Included them in the body of the employment contract? Or as an exhibit to it?</li> <li>3. Set them to be:             <ol style="list-style-type: none"> <li>a. Measurable and achievable, i.e., are they within the Superintendent's control?</li> <li>b. Objective, subjective or a combination of both?</li> </ol> </li> <li>4. Set a timeline for achievement, and if so is it on an:             <ol style="list-style-type: none"> <li>a. Annual basis?</li> <li>b. Prior to completion of the employment contract?</li> </ol> </li> <li>5. Set them as procedural, substantive, or a combination of both?</li> </ol> <p>For more information about setting goals and indicators for superintendents regarding student performance and academic achievement, see:</p> <p><a href="http://www.iasb.com/conference-training-and-events/training/workshops/">www.iasb.com/conference-training-and-events/training/workshops/</a></p> <p>Contact a Field Services Director regarding the following IASB workshops and/or offerings that may set the stage for school boards to hold their superintendents accountable for district performance, including academic achievement:</p> <p><i>Setting District Goals and Direction</i> (leads a board and superintendent to develop their own district language for specific measurable, and attainable goals and indicators)</p> <p><i>The Superintendent Evaluation Process</i> (describes an effective method of holding the superintendent accountable)</p>
	<p>Once the Board has developed its goals and indicators (as discussed immediately above), 105 ILCS 5/10-20, 5/10-23, and</p>

Superintendent Evaluation

5/10-23.8 require the Board to:

1. "Direct, through policy, its superintendent in his or her charge of the administration of the school district;" and
2. Evaluate the superintendent in his or her "administration of school board policies and his or her stewardship of the assets of the district."

How will the Board evaluate the successful superintendent candidate upon its outlined goals and indicators?

Does the Board state when it will evaluate the successful superintendent candidate upon the goals and indicators that it set? Note: Some districts do not consider the superintendent evaluation to be a *one-time event* and put an on-going process into place. Contrast other districts, which depending upon their preferences, generally find the best time of year to evaluate is in the winter or early springtime.

Is the Board or the successful superintendent candidate responsible to trigger the components of the Superintendent's evaluation process?

What evaluation instrument will be used? How will the evaluation be documented?

Will an evaluation instrument be outlined by the Board in its employment contract with the successful superintendent candidate?

Is the evaluation instrument the Board will use tied to its goals and indicators of student performance and academic improvement and other information as the Board may determine?

For more information about best practices when planning for and evaluating the Superintendent, see:

*The Superintendent Evaluation Process at:*

[www.iasb.com/iasb/media/documents/superintendent-evaluation-process.pdf](http://www.iasb.com/iasb/media/documents/superintendent-evaluation-process.pdf);

*IASB's Foundational Principles of Effective Governance,*

Principle 3. The board employs a superintendent, at:

[www.iasb.com/conference-training-and-events/training/training-resources/foundational-principles-of-effective-governance/](http://www.iasb.com/conference-training-and-events/training/training-resources/foundational-principles-of-effective-governance/); stating

"the board employs and evaluates one person — the superintendent — and holds that person accountable for district performance and compliance with written board policy."

Expenses and Benefits

Superintendent Contract Term Considerations for the Board

Explanation, Special Considerations, and Resources

Expenses and Allowances	<p>How will the Board address expenses and allowances in its employment contract negotiations with the successful superintendent candidate?</p> <p>Business</p> <ol style="list-style-type: none"> <li>1. What standard will the Board use, e.g., reasonable, itemized, etc.?</li> <li>2. Will the Board designate the Board President or another individual to review and/or approve the Superintendent's expenses?</li> </ol> <p>Transportation</p> <p>Will the Board reimburse travel? If yes, what types of travel will the board reimburse? Some transportation topics that successful superintendent candidates request discussion about include:</p> <ol style="list-style-type: none"> <li>1. Vehicle insurance reimbursement(s)</li> <li>2. Vehicle repair reimbursement(s)</li> <li>3. A travel allowance only at either a set amount or the District's per mile rate</li> <li>4. A vehicle</li> <li>5. Out-of-district travel</li> </ol>
Insurance	<p>Will the Board address insurance in its employment contract negotiations with the successful superintendent candidate?</p> <p>Some items successful superintendent candidates request include:</p> <ol style="list-style-type: none"> <li>1. Insurance contributions as part of a Cafeteria Plan, or in the alternative, the Board paying the premiums.</li> <li>2. Specific insurance coverages from the Board, such as health, dental, vision, life, disability, etc.</li> </ol>
Vacation	<p>Will the Board address vacation days in its employment contract negotiations with the successful superintendent candidate? If yes, then:</p> <ol style="list-style-type: none"> <li>1. How many days?</li> <li>2. Will vacation days accumulate? And, if so, how?</li> <li>3. Will the Board designate itself, the Board President, or a Board officer to approve or receive notification from the Superintendent prior to taking a vacation? If yes, describe the process.</li> <li>4. Will the Board address reimbursement for</li> </ol>

	<p>unused days?</p> <p>5. Will vacation days need to be used for days off during winter or spring breaks?</p>
Sick Leave/Days	<p>Will the Board address sick days in its employment contract negotiations with the successful superintendent candidate? If yes, then:</p> <ol style="list-style-type: none"> <li>1. Will sick leave be limited to annual sick leave days in the District's teachers' contract or will a different amount be provided?</li> <li>2. How will sick day accumulation be addressed?</li> <li>3. Will the Board designate itself, the Board President, or a Board officer to approve or receive notification from the Superintendent prior to taking or upon returning from a sick day? If yes, describe the process.</li> </ol>
Professional Activities and Organizations   Memberships in Community Organizations	<p>Will the Board address memberships in professional activities/organizations and/or community organizations its employment contract negotiations with the successful superintendent candidate? If yes, then:</p> <ol style="list-style-type: none"> <li>1. How many organizations will the Board allow the Superintendent to join?</li> <li>2. Which organizations will be allowed?</li> <li>3. What is the Board's limit for the cost of dues to professional organizations?</li> </ol>
Retirement	<p>Will the Board address any type of payment(s) upon the Superintendent's retirement? If yes, then:</p> <ol style="list-style-type: none"> <li>1. Has the Board thoroughly examined and addressed: <ol style="list-style-type: none"> <li>a. Any consequences or other penalties to it?</li> <li>b. The impact of any prior salary increases?</li> <li>c. Potential pension reform issues?</li> </ol> </li> <li>2. Often, a successful superintendent candidate's attorney has interest in the following issues: <ol style="list-style-type: none"> <li>a. Available post-retirement options available, e.g., payments for sick/vacation days, post-retirement insurance, longevity annuity payment, etc.</li> <li>b. Whether a potential retirement payment will be properly creditable for TRS purposes. Note: Ultimately, only TRS has the authority to determine creditability.</li> </ol> </li> </ol>
	<p>Will the Board address any type of annuities and other deferred compensation issues? If yes, then:</p>

Annuities and Other Deferred Compensation	<ol style="list-style-type: none"> <li>1. Will it offer such compensation in addition to the Superintendent's agreed-upon salary?</li> <li>2. Will it contribute creditable earnings for TRS purposes?</li> </ol>
---	---

**Changes to the Superintendent's Employment Contract**

<b>Superintendent Contract Term Considerations for the Board</b>	<b>Explanation, Special Considerations, and Resources</b>
Non-Renewal at End of Contract	<p>How will the Board and successful superintendent candidate agree to address orderly end to the employment contract when the Board chooses not to renew it?</p> <ol style="list-style-type: none"> <li>1. Will there be a non-renewal notification date? Do both parties' attorneys find it reasonable?</li> <li>2. Will the Board require the Superintendent to remind it of the non-renewal date?</li> <li>3. Will there be any agreement to a clause for an automatic one-year renewal if the Board fails to provide end-of-contract non-renewal notification?</li> <li>4. Will the Board agree to language in the employment contract that would provide the Superintendent with a hearing upon non-renewal?</li> </ol>
Renewal at End of Contract	<p>Will the Board agree to a procedure for renewing the employment contract at its end? If yes, then:</p> <ol style="list-style-type: none"> <li>1. What date would be the earliest that the Board could renew its employment contract with the Superintendent?</li> <li>2. What criteria will the Board base its renewal upon? For example, some boards base renewal upon superintendents achieving their stated goals and indicators of student performance and academic improvement and other information they required.</li> </ol>
Contract Extensions	<p>Will the Board agree to allow for an extension of its employment contract during its term? If yes, then:</p> <ol style="list-style-type: none"> <li>1. Will the Board agree to extend it during its term if the Board determines that the Superintendent successfully met all of the Board's stated goals and indicators of student performance and academic improvement and other information it required?</li> <li>2. Will the Board agree to extend a one-year contract when the Superintendent is not required to meet any goals?</li> </ol> <p>See 105 ILCS 5/10-23.8.</p>

Terminations

If the successful superintendent candidate accepts employment with the Board and becomes the Superintendent, how will the Board outline the grounds and procedures for terminating the Superintendent's employment during the contract's term?

1. Will the Board and the successful superintendent candidate agree to terminate it upon mutual agreement?
2. Will the Board allow retirement to be an appropriate reason for terminating its employment contract with the Superintendent? And if so, will the Board require reasonable notice from its Superintendent?
3. Could either the Board or Superintendent terminate the employment contract without cause by providing notice to the other?
4. Will the Board terminate the employment contract for permanent disability of the Superintendent?
  - a. How will the Board define permanent disability in the contract?
  - b. Will the Board require the Superintendent to obtain a permanent disability determination through physician certification, and/or
  - c. Will the Board consider duration of absence; e.g., 90-days after exhaustion of available leave, whichever is greater?

See PRESS sample policy 5:180, *Temporary Illness or Temporary Incapacity*.

5. What standard will the Board use to terminate the employment contract for cause? Items to consider include:
  - a. Any conduct detrimental/prejudicial to the District;\*
  - b. Just cause;
  - c. Sufficient to dismiss a tenured teacher;
  - d. Material breach of contract; or
  - e. Not arbitrary and capricious.

\*50 ILCS 205/3c, requires a school district to post on its website and make available to news media specific information about severance agreements that it enters into because an employee or contractor was found to have engaged in sexual harassment or sexual discrimination, as defined by the Ill. Human Rights Act or Title VII of the Civil Rights Act of 1964. See Severance Pay row directly below.

	<p>6. Will the Board agree to provisions for hearing and due process for the Superintendent?</p> <p>7. How will the Board address death of its Superintendent during the duration of the employment contract?</p>
Severance Pay	<p>Any renewal or renegotiation that adds a condition of severance pay must include the following provisions of GSPA, 5 ILCS 415/10(a)(1):</p> <p>A restriction to an amount not exceeding 20 weeks of compensation; and</p> <p>A prohibition for any severance if the Superintendent is fired for <i>misconduct</i> by the Board. This law defines misconduct to include sexual harassment and/or discrimination. But 50 ILCS 205/3c limits sexual harassment or discrimination to instances when an employee is "found to have engaged in sexual harassment or sexual discrimination, as defined by the Ill. Human Rights Act or Title VII of the Civil Rights Act of 1964." For more discussion about these laws, see f/n 6 in policy 2:260, <i>Uniform Grievance Procedure</i>.</p>
Liquidated Damages	<p>Will the Board agree to liquidate damages with its Superintendent if one or the other terminates the employment contract?</p> <ol style="list-style-type: none"> <li>1. Have both the Board and the successful superintendent candidate discussed the practical consequences of a liquidated damages clause with their respective attorneys?</li> <li>2. If the Board terminates the contract, has it discussed with the Board Attorney how it can avoid litigation with its former Superintendent?</li> </ol>
Amendments	How will the Board and Superintendent agree to allow for amendments to the employment contract?

**What technical clauses need to be in the Superintendent's employment contract?**

Superintendent Contract Term Considerations for the Board	Explanation, Special Considerations, and Resources
	<p>If the employment contract contains any of the following technical provisions, have the Board Attorney and Superintendent's attorney reviewed them?</p> <ol style="list-style-type: none"> <li>1. Notice</li> <li>2. Applicable law</li> <li>3. Headings and numbers</li> </ol>

<p>Technical clauses (common in contracts)</p>	<ol style="list-style-type: none"> <li>4. Complete understanding, i.e., do the Board members and Superintendent share the same understanding of the various provisions written in the employment contract?</li> <li>5. Counterparts</li> <li>6. Effect of Policy Amendments</li> <li>7. Severability</li> <li>8. Advice of Counsel</li> </ol>
--	---

**Miscellaneous Issues**

<b>Superintendent Contract Term Considerations for the Board</b>	<b>Explanation, Special Considerations, and Resources</b>
<p>Board Obligations Under the Employment Contract</p>	<p>Do all members of the Board understand the District's obligations under the employment contract and what not complying with them will mean to the District?</p> <p>Specifically, are Board members aware of the Board's specific obligations regarding:</p> <ol style="list-style-type: none"> <li>1. The Superintendent Evaluation</li> <li>2. Goal setting</li> <li>3. Required notifications/actions by each party prior to termination of the employment contract</li> </ol>
<p>Ongoing Monitoring of Each Party's Compliance with the Contract</p>	<p>Are the Board and Superintendent actually complying with the terms of the employment contract? Has the Board Attorney explained how the Board should monitor compliance with the employment contract?</p>
<p>Legislative Issues</p>	<p>How might pending pension reform legislation or other trending legislation affect the employment contract?</p>

**PRESSPlus Comments**

PRESSPlus 1. This Board exhibit is **Rewritten** for PRESS Plus Issue 111. Updates were made in response to 105 ILCS 5/22-94, added by P.A. 102-702, eff. 7-1-23, requiring a board to conduct a sexual misconduct related employment history review (EHR) when they hire an employee who will have direct contact with children or students, including a superintendent, and for continuous improvement. A redlined version showing the changes made is available at **PRESS** Online by logging in at [www.iasb.com](http://www.iasb.com). **Issue 111, March 2023**

## Document Status: Draft Update

### 4:10 Fiscal and Business Management

The Superintendent is responsible for the District's fiscal and business management. This responsibility includes annually preparing and presenting the District's statement of affairs to the Governing Board and publishing it before December 1 as required by State law.

The Superintendent shall ensure the efficient and cost-effective operation of the District's business management using computers, computer software, data management, communication systems, and electronic networks, including electronic mail, the Internet, and security systems. Each person using the District's electronic network shall complete an *Authorization for Access to the District's Electronic Network*.

#### Budget Planning

The District's fiscal year is from July 1 until June 30. The Superintendent shall present to the Board, before September 30, a tentative budget with appropriate explanation. This budget shall represent the culmination of an ongoing process of planning for the fiscal support needed for the District's educational program. The District's budget shall be entered upon the Ill. State Board of Education's (ISBE) *Joint Agreement Budget Form*. To the extent possible, the tentative budget shall be balanced as defined by ISBE guidelines. The Superintendent shall complete a tentative deficit reduction plan if one is required by ISBE guidelines.

#### Preliminary Adoption Procedures

After receiving the Superintendent's proposed budget, the Board sets the date, place, and time for:

1. A public hearing on the proposed budget, and
2. The proposed budget to be available to the public for inspection.

The Board Secretary shall arrange to publish a notice in a local newspaper stating the date, place, and time of the proposed budget's availability for public inspection and the public hearing. The proposed budget shall be available for public inspection at least 30 days before the time of the budget hearing.

At the public hearing, the proposed budget shall be reviewed, and the public shall be invited to comment, question, or advise the Board.

#### Final Adoption Procedures

The Board adopts a budget before the end of the first quarter of each fiscal year, September 30, or by such alternative procedure as State law may define. To the extent possible, the budget shall be balanced as defined by ISBE; if not balanced, the Board will adopt a deficit reduction plan to balance the District's budget within three years according to ISBE requirements.

The Board adopts the budget by roll call vote. The budget resolution shall be incorporated into the meeting's official minutes. Board members' names voting *yea* and *nay* shall be recorded in the minutes.

The Superintendent or designee shall perform each of the following:

1. Post the District's final annual budget, itemized by receipts and expenditures, on the District's Internet website; notify parents/guardians that it is posted and provide the website's address.
2. File a certified copy of the budget resolution and an estimate of revenues by source anticipated to be received in the following fiscal year, certified by the District's Chief Fiscal Officer, with the County Clerk within 30 days of the budget's adoption.
3. Present a written report that includes the annual average expenditures of the District's operational funds for the previous three fiscal years. In the event the District's combined cash reserve balance of its operational funds is more than 2.5 times the annual average expenditures of those funds for the previous three fiscal years, the Board will adopt and file with ISBE a reserve reduction plan by December 31. [PRESSPlus1](#)
4. Submit the annual budget, a deficit reduction plan if one is required by ISBE guidelines, and other financial information to ISBE according to its requirements.

Any amendments to the budget or Certificate of Tax Levy shall be made as provided in the School Code and Truth in Taxation Act.

#### Budget Amendments

The Board may amend the budget by the same procedure as provided for in the original adoption.

#### Implementation

The Superintendent or designee shall implement the District's budget and provide the Board with a monthly financial report that includes all deficit fund balances. The amount budgeted as the expenditure in each fund is the maximum amount that may be expended for that category, except when a transfer of funds is authorized by the Board.

The Board shall act on all interfund loans, interfund transfers, transfers within funds, and transfers from the working cash fund or abatements of it, if one exists.

#### LEGAL REF.:

105 ILCS 5/10-17, 5/10-22.33, 5/17-1, 5/17-1.2, 5/17-1.3, [5/17-1.10](#), 5/17-2A, 5/17-3.2, 5/17-11, 5/20-5, 5/20-8, and 5/20-10.

35 ILCS 200/18-55 et seq., Truth in Taxation Law.

23 Ill.Admin.Code Part 100.

CROSS REF.: 4:40 (Incurring Debt), 4:60 (Purchases and Contracts), 6:235 (Access to Electronic Networks)

---

#### **PRESSPlus Comments**

PRESSPlus 1. 105 ILCS 5/17-1.10(a), added by P.A. 103-394, requiring a board to present "at a board meeting" a written report that includes the annual average expenditures of its operational funds, which include the educational, transportation, and operation and maintenance funds. The average expenditures are calculated based on the district's most recently audited annual financial report (AFR). For ease of administration, this sample policy language manages presentation of the report in conjunction with the meeting at which a board adopts its levy, or earlier, if a district's AFR is available.

Consult the board attorney if a district's AFR is not available before December 31 (the date by which a reserve reduction plan must be filed, if applicable); the board may need to rely upon estimated numbers in that scenario. If a district's ratio of its combined cash reserves of its operational funds to its average annual expenditures of those funds over the past three fiscal years exceeds 2.5, then the board must adopt and file a plan with the Ill. State Board of Education to reduce its cash reserves to expenditures ratio to at or below 2.5 within three years.

**Delete this paragraph if the district receives federal impact funding.** Federal impact aid is designed to assist local school districts that have lost a portion of their local tax base because of federal ownership of property (e.g., military bases, low-rent housing properties, or concentrations of students that have parents/guardians in the uniformed services). For more information about federal impact aid, see [www.oese.ed.gov/offices/office-of-formula-grants/impact-aid-program/](http://www.oese.ed.gov/offices/office-of-formula-grants/impact-aid-program/) and [www.nafisdc.org/impact-aid-resources/impact-aid-payments/](http://www.nafisdc.org/impact-aid-resources/impact-aid-payments/). If the district receives federal impact funding, strike this list item in Edit Mode, and select "Adopted with Additional District Edits" as the Save Status.

**Issue 113, October 2023**

## *Document Status: Draft Update*

### **4:30 Revenue and Investments**

#### Revenue

The Superintendent or designee is responsible for making all claims for State Aid, special State funds for specific programs, federal funds, and categorical grants.

#### Investments

The Superintendent shall either appoint a Chief Investment Officer or serve as one. The Chief Investment Officer shall invest money that is not required for current operations, in accordance with this policy and State law.

The Chief Investment Officer and Superintendent shall use the standard of prudence when making investment decisions. They shall use the judgment and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of their capital as well as its probable income.

#### Investment Objectives

The objectives for the School District's investment activities are:

1. Safety of Principal - Every investment is made with safety as the primary and over-riding concern. Each investment transaction shall ensure that capital loss, whether from credit or market risk, is avoided.
2. Liquidity - The investment portfolio shall provide sufficient liquidity to pay District obligations as they become due. In this regard, the maturity and marketability of investments shall be considered.
3. Rate of Return - The highest return on investments is sought, consistent with the preservation of principal and prudent investment principles.
4. Diversification - The investment portfolio is diversified as to materials and investments, as appropriate to the nature, purpose, and amount of the funds.

#### Authorized Investments

The Chief Investment Officer may invest District funds in one or more of the following:

1. Bonds, notes, certificates of indebtedness, treasury bills, or other securities now or hereafter issued, that are guaranteed by the full faith and credit of the United States of America as to principal and interest.
2. Bonds, notes, debentures, or other similar obligations of the United States of America, its agencies, and its instrumentalities.

The term "agencies of the United States of America" includes: (a) the federal land banks, federal intermediate credit banks, banks for cooperative, federal farm credit banks, or any other entity authorized to issue debt obligations under the Farm Credit Act of 1971 and Acts amendatory

thereto, (b) the federal home loan banks and the federal home loan mortgage corporation, and (c) any other agency created by Act of Congress.

3. Interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act.
4. Short-term obligations of corporations organized in the United States with assets exceeding \$500,000,000 if: (a) such obligations are rated at the time of purchase at one of the three highest classifications established by at least two standard rating services and that mature not later than three years 270 days from the date of purchase, (b) such purchases do not exceed 10% of the corporation's outstanding obligations, and (c) no more than one-third of the District's funds may be invested in short-term obligations of corporations under this paragraph. PRESSPlus1
5. Obligations of corporations organized in the United States with assets exceeding \$500,000,000 if: (a) such obligations are rated at the time of purchase at one of the three highest classifications established by at least two standard rating services and which mature more than 270 days but less than three years from the date of purchase. (b) such purchases do not exceed 10% of the corporation's outstanding obligations, and (c) no more than one-third of the District's funds may be invested in obligations of corporations under this paragraph.
6. Money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to obligations described in paragraph (1) or (2) and to agreements to repurchase such obligations.
7. Interest-bearing bonds of any county, township, city, village, incorporated town, municipal corporation, school district, the State of Illinois, any other state, or any political subdivision or agency of the State of Illinois or any other state, whether the interest earned is taxable or tax-exempt under federal law. The bonds shall be (a) registered in the name of the municipality, county, or other governmental unit, or held under a custodial agreement at a bank, and (b) rated at the time of purchase within the four highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions.
8. Short term discount obligations of the Federal National Mortgage Association or in shares or other forms of securities legally issuable by savings banks or savings and loan associations incorporated under the laws of this State or any other state or under the laws of the United States. Investments may be made only in those savings banks or savings and loan associations, the shares, or investment certificates that are insured by the Federal Deposit Insurance Corporation. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. All such securities so purchased shall mature or be redeemable on a date or dates prior to the time when, in the judgment of the Chief Investment Officer, the public funds so invested will be required for expenditure by the District or its governing authority.
9. Dividend-bearing share accounts, share certificate accounts, or class of share accounts of a credit union chartered under the laws of this State or the laws of the United States; provided, however, the principle office of any such credit union must be located within the State of Illinois. Investments may be made only in those credit unions the accounts of which are insured by applicable law.
10. A Public Treasurers' Investment Pool created under Section 17 of the State Treasurer Act. The District may also invest any public funds in a fund managed, operated, and administered by a bank, subsidiary of a bank, or subsidiary of a bank holding company or use the services of such an entity to hold and invest or advise regarding the investment of any public funds.
11. The Illinois School District Liquid Asset Fund Plus.
12. Repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986, as now or hereafter amended or succeeded, subject to the provisions of

said Act and the regulations issued there under. The government securities, unless registered or inscribed in the name of the District, shall be purchased through banks or trust companies authorized to do business in the State of Illinois.

Except for repurchase agreements of government securities that are subject to the Government Securities Act of 1986, as now or hereafter amended or succeeded, the District may not purchase or invest in instruments that constitute repurchase agreements, and no financial institution may enter into such an agreement with or on behalf of the District unless the instrument and the transaction meet all of the following requirements:

- a. The securities, unless registered or inscribed in the name of the District, are purchased through banks or trust companies authorized to do business in the State of Illinois.
  - b. The Chief Investment Officer, after ascertaining which firm will give the most favorable rate of interest, directs the custodial bank to "purchase" specified securities from a designated institution. The "custodial bank" is the bank or trust company, or agency of government, that acts for the District in connection with repurchase agreements involving the investment of funds by the District. The State Treasurer may act as custodial bank for public agencies executing repurchase agreements.
  - c. A custodial bank must be a member bank of the Federal Reserve System or maintain accounts with member banks. All transfers of book-entry securities must be accomplished on a Reserve Bank's computer records through a member bank of the Federal Reserve System. These securities must be credited to the District on the records of the custodial bank and the transaction must be confirmed in writing to the District by the custodial bank.
  - d. Trading partners shall be limited to banks or trust companies authorized to do business in the State of Illinois or to registered primary reporting dealers.
  - e. The security interest must be perfected.
  - f. The District enters into a written master repurchase agreement that outlines the basic responsibilities and liabilities of both buyer and seller.
  - g. Agreements shall be for periods of 330 days or less.
  - h. The Chief Investment Officer informs the custodial bank in writing of the maturity details of the repurchase agreement.
  - i. The custodial bank must take delivery of and maintain the securities in its custody for the account of the District and confirm the transaction in writing to the District. The custodial undertaking shall provide that the custodian takes possession of the securities exclusively for the District; that the securities are free of any claims against the trading partner; and that any claims by the custodian are subordinate to the District's claims to rights to those securities.
  - j. The obligations purchased by the District may only be sold or presented for redemption or payment by the fiscal agent bank or trust company holding the obligations upon the written instruction of the Chief Investment Officer.
  - k. The custodial bank shall be liable to the District for any monetary loss suffered by the District due to the failure of the custodial bank to take and maintain possession of such securities.
13. Any investment as authorized by the Public Funds Investment Act, and Acts amendatory thereto. Paragraph 13~~4~~ supersedes paragraphs 1-12~~9~~ and controls in the event of conflict.

Except as provided herein, investments may be made only in banks, savings banks, savings and loan associations, or credit unions that are insured by the Federal Deposit Insurance Corporation or other approved share insurer.

The Chief Investment Officer and Superintendent shall regularly consider material, relevant, and decision-useful sustainability factors in evaluating investment decisions, within the bounds of financial and fiduciary prudence. Such factors include, but are not limited to: (1) corporate governance and leadership factors, (2) environmental factors, (3) social capital factors, (4) human capital factors, and (5) business model and innovation factors, as provided under the Ill. Sustainable Investing Act, 30 ILCS 238/.

#### Selection of Depositories, Investment Managers, Dealers, and Brokers

The Chief Investment Officer shall establish a list of authorized depositories, investment managers, dealers and brokers based upon the creditworthiness, reputation, minimum capital requirements, qualifications under State law, as well as a long history of dealing with public fund entities. The Board will review and approve the list at least annually.

In order to be an authorized depository, each institution must submit copies of the last two sworn statements of resources and liabilities or reports of examination that the institution is required to furnish to the appropriate State or federal agency. Each institution designated as a depository shall, while acting as such depository, furnish the District with a copy of all statements of resources and liabilities or all reports of examination that it is required to furnish to the appropriate State or federal agency.

The above eligibility requirements of a bank to receive or hold public deposits do not apply to investments in an interest-bearing savings account, interest-bearing certificate of deposit, or interest-bearing time deposit if: (1) the District initiates the investment at or through a bank located in Illinois, and (2) the invested public funds are at all times fully insured by an agency or instrumentality of the federal government.

The District may consider a financial institution's record and current level of financial commitment to its local community when deciding whether to deposit funds in that financial institution. The District may consider factors including:

1. For financial institutions subject to the federal Community Reinvestment Act of 1977, the current and historical ratings that the financial institution has received, to the extent that those ratings are publicly available, under the federal Community Reinvestment Act of 1977;
2. Any changes in ownership, management, policies, or practices of the financial institution that may affect the level of the financial institution's commitment to its community;
3. The financial impact that the withdrawal or denial of District deposits might have on the financial institution;
4. The financial impact to the District as a result of withdrawing public funds or refusing to deposit additional public funds in the financial institution; and
5. Any additional burden on the District's resources that might result from ceasing to maintain deposits of public funds at the financial institution under consideration.

#### Collateral Requirements

All amounts deposited or invested with financial institutions in excess of any insurance limit shall be collateralized in accordance with the Public Funds Investment Act, 30 ILCS 235/. The Superintendent or designee shall keep the Board informed of collateral agreements.

#### Safekeeping and Custody Arrangements

The preferred method for safekeeping is to have securities registered in the District's name and held by a third-party custodian. Safekeeping practices should qualify for the Governmental Accounting

Standards Board Statement No. 3, Deposits with Financial Institutions, Investments (including Repurchase Agreements), and Reverse Repurchase Agreements, Category I, the highest recognized safekeeping procedures.

### Controls and Report

The Chief Investment Officer shall establish a system of internal controls and written operational procedures to prevent losses arising from fraud, employee error, misrepresentation by third parties, or imprudent employee action.

The Chief Investment Officer shall provide a quarterly investment report to the Board. The report will: (1) assess whether the investment portfolio is meeting the District's investment objectives, (2) identify each security by class or type, book value, income earned, and market value, (3) identify those institutions providing investment services to the District, and (4) include any other relevant information. The investment portfolio's performance shall be measured by appropriate and creditable industry standards for the investment type.

The Board will determine, after receiving the Superintendent's recommendation, which fund is in most need of interest income and the Superintendent shall execute a transfer. This provision does not apply when the use of interest earned on a particular fund is restricted.

### Ethics and Conflicts of Interest

The Board and District officials will avoid any investment transaction or practice that in appearance or fact might impair public confidence. Board members are bound by the Board policy 2:100, *Board Member Conflict of Interest*. No District employee having influence on the District's investment decisions shall:

1. Have any interest, directly or indirectly, in any investments in which the District is authorized to invest,
2. Have any interest, directly or indirectly, in the sellers, sponsors, or managers of those investments, or
3. Receive, in any manner, compensation of any kind from any investments in that the agency is authorized to invest.

### LEGAL REF.:

30 ILCS 235/, Public Funds Investment Act.

30 ILCS 238/, Ill. Sustainable Investing Act.

105 ILCS 5/8-7, 5/10-22.44, 5/17-1, and 5/17-11.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 4:10 (Fiscal and Business Management), 4:80 (Accounting and Audits)

---

### **PRESSPlus Comments**

PRESSPlus 1. Updated in response to 30 ILCS 235/2, amended by P.A. 102-285. **Issue 113, October 2023**



## Document Status: Draft Update

### 4:60 Purchases and Contracts

The Superintendent shall manage the District's purchases and contracts in accordance with State law, the standards set forth in this policy, and other applicable Governing Board policies.

#### Standards for Purchasing and Contracting

All purchases and contracts shall be entered into in accordance with applicable federal and State law. The Board Attorney shall be consulted as needed regarding the legal requirements for purchases or contracts. All contracts shall be approved or authorized by the Board.

All purchases and contracts should support a recognized District function or purpose as well as provide for good quality products and services at the lowest cost, with consideration for service, reliability, and delivery promptness, and in compliance with State law. No purchase or contract shall be made or entered into as a result of favoritism, extravagance, fraud, or corruption.

Adoption of the annual budget authorizes the Superintendent or designee to purchase budgeted supplies, equipment, and services, provided that State law is followed. Purchases of items outside budget parameters require prior Board approval, except in an emergency.

When presenting a contract or purchase for Board approval, the Superintendent or designee shall ensure that it complies with applicable federal and State law, including but not limited to, those specified below:

1. Supplies, materials, or work involving an expenditure in excess of ~~\$35,000~~ ~~25,000~~ PRESSPlus1 must comply with the State law bidding procedure, 105 ILCS 5/10-20.21, unless specifically exempted.
2. Construction, lease, or purchase of school buildings must comply with State law and Board policy 4:150, *Facility Management and Building Programs*.
3. Guaranteed energy savings must comply with 105 ILCS 5/19b-1 et seq.
4. Third party non-instructional services must comply with 105 ILCS 5/10-22.34c.
5. Goods and services that are intended to generate revenue and other remunerations for the District in excess of \$1,000, including without limitation vending machine contracts, sports and other attire, class rings, and photographic services, must comply with 105 ILCS 5/10-20.21(b-5). The Superintendent or designee shall keep a record of: (1) each vendor, product, or service provided, (2) the actual net revenue and non-monetary remuneration from each contract or agreement, and (3) how the revenue was used and to whom the non-monetary remuneration was distributed. The Superintendent or designee shall report this information to the Board by completing the necessary forms that must be attached to the District's annual budget.
6. Any contract to purchase food with a bidder or offeror must comply with 105 ILCS 5/10-20.21(b-10).
7. The purchase of paper and paper products must comply with 105 ILCS 5/10-20.19c and Board policy 4:70, *Resource Conservation*.
8. Each contractor with the District is bound by each of the following:

- a. In accordance with 105 ILCS 5/10-21.9(f): (1) prohibit any of its employees who is or was found guilty of a criminal offense listed in 105 ILCS 5/10-21.9(c) and 5/21B-80(c) to have direct, daily contact at a District school or school-related activity with one or more student(s); (2) prohibit any of the contractor's employees from having direct, daily contact with one or more students if the employee was found guilty of any offense in 5/21B-80(b) (certain drug offenses) until seven years following the end of the employee's sentence for the criminal offense; and (3) require each of its employees who will have direct, daily contact with student(s) to cooperate during the District's fingerprint-based criminal history records check on him or her.
  - b. In accordance with 105 ILCS 5/22-94: (1) prohibit any of its employees from having *direct contact with children or students* if the contractor has not performed a sexual misconduct related employment history review (EHR) of the employee or if the District objects to the employee's assignment based on the employee's involvement in an instance of sexual misconduct as provided in 105 ILCS 5/22-94(j)(3), which the contractor is required to disclose; (2) discipline, up to and including termination or denial of employment, any employee who provides false information or willfully fails to disclose information required by the EHR; (3) maintain all records of EHRs and provide the District access to such records upon request; and (4) refrain from entering into any agreements prohibited by 105 ILCS 5/22-94(g).
  - c. In accordance with 105 ILCS 5/24-5: (1) concerning each new employee of a contractor that provides services to students or in schools, provide the District with evidence of physical fitness to perform the duties assigned and freedom from communicable disease; and (2) require any new or existing employee who provides services to students or in schools to complete additional health examinations as required by the District and be subject to additional health examinations, including tuberculosis screening, as required by the Ill. Dept. of Public Health rules or order of a local health official.
9. Any pavement engineering project using a coal tar-based sealant product or high polycyclic aromatic hydrocarbon sealant product for pavement engineering-related use must comply with the Coal Tar Sealant Disclosure Act.
  10. Design-build contracts must comply with 105 ILCS 5/15A-1 et seq. [PRESSPlus2](#)
  11. Any new contract for a district-administered assessment must comply with 105 ILCS 5/10-20.85. [PRESSPlus3](#)
  12. Purchases made with federal or State awards must comply with 2 C.F.R. Part 200 and 30 ILCS 708/, as applicable, and any terms of the award.

The Superintendent or designee shall: (1) execute the reporting and website posting mandates in State law concerning District contracts, and (2) monitor the discharge of contracts, contractors' performances, and the quality and value of services or products being provided.

LEGAL REF.:

2 C.F.R. Part 200.

105 ILCS 5/10-20.19c, 5/10-20.21, 5/10-20.85, 5/10-21.9, 5/10-22.34c, 5/15A-1 et seq., 5/19b-1 et seq., 5/22-94, and 5/24-5.

30 ILCS 708/, Grant Accountability and Transparency Act.

410 ILCS 170/, Coal Tar Sealant Disclosure Act.

820 ILCS 130/, Prevailing Wage Act.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 4:70 (Resource Conservation), 4:150 (Facility Management and Building Programs), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:90 (Abused and Neglected Child Reporting)

---

## **PRESSPlus Comments**

PRESSPlus 1. Updated in response to 105 ILCS 5/10-20.21, amended by P.A. 103-8, eff. 1-1-24. **Issue 113, October 2023**

PRESSPlus 2. Updated in response to 105 ILCS 5/15A-1 et seq., added by P.A. 103-491, eff. 1-1-24. Under a *design-build* delivery system for a construction project, a board contracts with a *design-build entity* that furnishes architecture, engineering, land surveying, public art or interpretive exhibits, and other construction services, as required for the project. It allows a single contractor to manage both the design and construction of a project, creating the potential for greater efficiency. Contrast this method with the traditional *design-bid-build* delivery method, in which a board contracts with multiple entities and utilizes a competitive bidding process for certain contractors, such as a general contractor. 105 ILCS 5/15A-1 et seq., added by P.A. 103-491, eff. 1-1-24, does not impact a district's ability to use a qualification-based selection process under 50 ILCS 510/, Local Government Professional Services Act (LGPSA), to select design professionals or construction managers for design-build projects. 105 ILCS 5/15A-50. See sample policy 2:170, *Procurement of Architectural, Engineering, and Land Surveying Services*, available at PRESS Online by logging in at [www.iasb.com](http://www.iasb.com). For design-build projects, consult with the board attorney as needed to ensure the district: (1) complies with the specific procedural requirements related to requests for proposals (RFPs) and evaluation of RFP submissions for these contracts, and (2) incorporates additional criteria for requests for proposals and evaluation of proposals based on local conditions and the specific project, as permitted by the statute. Note that under 105 ILCS 5/15A-20, added by P.A. 103-491, eff. 1-1-24, a board must employ or contract with an independent design professional or public art designer (as applicable) selected under the LGPSA to assist with developing the scope and criteria for performance for a request for proposal under a design-build delivery system. **Issue 113, October 2023**

PRESSPlus 3. Updated in response to 105 ILCS 5/10-20.85, added by P.A. 103-393. See sample administrative procedure 4:60-AP1, *Purchases*, available at PRESS Online by logging in at [www.iasb.com](http://www.iasb.com), for specific requirements. A *district-administered assessment* is one that requires all student test takers at any grade level to answer the same questions, or a selection of questions from a common bank of questions. It does *not* include the observational assessment tool used to satisfy the annual kindergarten assessment required by 105 ILCS 5/2-3.64a-10 or an assessment developed by district teachers or administrators that is used to measure student progress at an attendance center. **Issue 113, October 2023**

## *Document Status: Draft Update*

### **4:130 Free Food Services**

#### Notice

The Superintendent shall be responsible for implementing the District's free food services policy and all applicable programs.

If State funding is available for the Healthy School Meals for All Program, the Board will annually determine if it will participate in the program. [PRESSPlus1](#)

#### Eligibility Criteria and Selection of Children

A student's eligibility for free food services shall be determined by the income eligibility guidelines, family-size income standards, set annually by the U.S. Dept. of Agriculture and distributed by the Ill. State Board of Education. From time to time, the income eligibility guidelines and standards may not be necessary when reimbursements for students' free breakfasts and lunches are claimed through the U.S. Depts. of Agriculture and Education's Community Eligibility Provision (CEP). When claiming the CEP, the District will follow its requirements.

#### Notification

At the beginning of each school year, by letter, the resident member district shall notify students and their parents/guardians of: (1) eligibility requirements for free food service; (2) the application process; (3) the name and telephone number of a contact person for the program; and (4) other information required by federal law. The Superintendent shall provide the same information to: (1) informational media, the local unemployment office, and any major area employers contemplating layoffs; and (2) the district's website (if applicable), all school newsletters, or students' registration materials. Parents/guardians enrolling a child in the district for the first time, any time during the school year, shall receive the eligibility information.

#### Nondiscrimination Assurance

The District shall avoid publicly identifying students receiving free meals and shall use methods for collecting meal payments that prevent identification of children receiving assistance.

#### Appeal

A family may appeal the district's decision to deny an application for free food services or to terminate such services as outlined by the U.S. Dept. of Agriculture in 7 C.F.R. §245.7, Determining Eligibility for Free and Reduced-Price Meals and Free Milk in Schools. The Superintendent shall establish a hearing procedure for adverse eligibility decisions and provide by mail a copy of them to the family. The district may also use these procedures to challenge a child's continued eligibility for free meals or milk.

During an appeal, students previously receiving food service benefits shall not have their benefits terminated. Students who were denied benefits shall not receive benefits during the appeal. The status of a student's appeal or eligibility for free or reduced-price food services shall not relieve the District of its obligation to provide him or her with a free meal or snack under the Hunger-Free Students' Bill of

Rights Act if he or she requests one, regardless of his or her ability to pay.

The Superintendent shall keep on file for a period of three years a record of any appeals made and the hearing record. The district shall also maintain accurate and complete records showing the data and method used to determine the number of eligible students served free food services. These records shall be maintained for three years.

LEGAL REF.:

U.S. Dept. of Agriculture, Food and Nutrition Service, National School Lunch Program, 7 C.F.R. Part 210.

U.S. Dept. of Agriculture, Food and Nutrition Service, Determining Eligibility for Free and Reduced-Price Meals and Free Milk in Schools, 7 C.F.R. Part 245.

105 ILCS 123/, Hunger-Free Students' Bill of Rights Act

105 ILCS 125/, School Breakfast and Lunch Program Act.

105 ILCS 126/, Childhood Hunger Relief Act.

23 Ill.Admin.Code §305.10 et seq.

---

### **PRESSPlus Comments**

PRESSPlus 1. Optional. Updated in response to 105 ILCS 125/2.3, added by P.A. 103-532. Subject to appropriation, the Ill. State Board of Education (ISBE) is required to establish the Healthy School Meals for All Program. Participating boards must offer eligible meals, without charge, to all students enrolled in schools that participate in the National School Breakfast Program (NSBP) and National School Lunch Program (NSLP). To receive State reimbursement under the Healthy School Meals for All Program, a board must: (1) annually notify ISBE of its intent to participate in the program; (2) maximize its access to federal funds for NSBP and NSLP by participating in the CEP or another special assistance alternative, if eligible, and (3) operate the NSBP and NSLP in a manner that in the opinion of ISBE, draws down the most possible federal funding for meals served in the NSBP and NSLP. If State funding is insufficient to cover reimbursement of all interested boards, ISBE is required to inform eligible schools of the impact of the inadequate funding so that boards can make an informed decision about food service administration in their districts. **Issue 113, October 2023**

## *Document Status: Draft Update*

### **4:160 Environmental Quality of Buildings and Grounds**

The Superintendent shall take all reasonable measures to protect: (1) the safety of District personnel, students, and visitors on District premises from risks associated with hazardous materials and (2) the environmental quality of the District's buildings and grounds.

#### Pesticides

Pesticides will not be applied on the paved surfaces, playgrounds, or playing fields of any school serving grades K-8 during a school day or partial school day when students are in attendance for instructional purposes. <sup>PRESSPlus1</sup> Additionally, the application of any restricted use pesticides ~~will not be~~ <sup>is prohibited</sup> applied on or within 500 feet of school property during normal school hours. Before pesticides are used on District premises, the Superintendent or designee shall notify employees and parents/guardians of students as required by the Structural Pest Control Act, 225 ILCS 235/, and the Lawn Care Products Application and Notice Act, 415 ILCS 65/.

#### Coal Tar Sealant

~~Beginning on 1-1-23, b~~ Before coal tar-based sealant products or high polycyclic aromatic hydrocarbon sealant products are used on District premises, the Superintendent or designee shall notify employees and parents/guardians of students in writing or by telephone as required by the Coal Tar Sealant Disclosure Act.

#### LEGAL REF.:

105 ILCS 5/10-20.17a; 5/10-20.48.

29 C.F.R. §1910.1030, Occupational Exposure to Bloodborne Pathogens, as adopted by the Illinois Department of Labor, 56 Ill.Admin.Code §350.700(b).

29 C.F.R. §1910.1200, Occupational Safety and Health Administration Hazard Communication Standards, as adopted by 820 ILCS 255/1.5, Toxic Substances Disclosure to Employees Act.

20 ILCS 3130/, Green Buildings Act.

105 ILCS 135/, Toxic Art Supplies in Schools Act.

105 ILCS 140/, Green Cleaning School Act.

105 ILCS 160/, Pesticide Application at Schools Act.

225 ILCS 235/, Structural Pest Control Act.

415 ILCS 60/14, Illinois Pesticide Act.

415 ILCS 65/, Lawn Care Products Application and Notice Act.

410 ILCS 170/, Coal Tar Sealant Disclosure Act.

820 ILCS 255/, Toxic Substances Disclosure to Employees Act. (*inoperative*)

23 Ill.Admin.Code §1.330.

CROSS REF.: 4:150 (Facility Management and Building Programs), 4:170 (Safety)

---

### **PRESSPlus Comments**

PRESSPlus 1. Updated in response to the Pesticide Application at Schools Act (PASA), 105 ILCS 160/, added by P.A. 103-496. Areas prohibited from treatment include paved surfaces, playgrounds and playing fields, where children are typically present.

*Pesticides* is not specifically defined in PASA; however, the Illinois Pesticide Act (IPA) defines both *pesticides* and the subcategory of *restricted use pesticides*. 415 ILCS 60/4. PASA therefore appears broader than the IPA because it applies to all pesticides, including those that are not restricted use pesticides. However, PASA is narrower than the IPA in two ways. First, PASA's geographic scope is narrower than the IPA because PASA does not apply to "areas of school grounds where children are typically not present, including, but not limited to flower beds and lawns surrounding the school not used as playing fields." Second, PASA is narrower in that its prohibition is only in effect when students are in attendance for instruction, compared to the IPA prohibition that applies during *normal school hours* and could extend beyond instructional hours. For ease in administering these slightly different standards, an elementary or unit district may want to follow the more restrictive geographic and temporal prohibitions in the IPA but apply them to all types of pesticides. See also footnote 4 of sample policy 4:160, *Environmental Quality of Buildings and Grounds*, and sample administrative procedure 4:160-AP, *Environmental Quality of Buildings and Grounds*, available at PRESS Online by logging in at [www.iasb.com](http://www.iasb.com). **Issue 113, October 2023**

## *Document Status: Draft Update*

### **5:30 Hiring Process and Criteria**

The District hires the most qualified personnel consistent with budget and staffing requirements and in compliance with Governing Board policy on equal employment opportunity and minority recruitment. The Superintendent is responsible for recruiting personnel and making hiring recommendations to the Board. If the Superintendent's recommendation is rejected, the Superintendent must submit another. No individual will be employed who has been convicted of a criminal offense listed in 105 ILCS 5/21B-80(c).

All applicants must complete a District application in order to be considered for employment.

#### Job Descriptions

The Governing Board maintains the Superintendent's job description and directs, through policy, the Superintendent, in his or her charge of the District's administration.

The Superintendent shall develop and maintain a current comprehensive job description for each position or job category; however, a provision in a collective bargaining agreement or individual contract will control in the event of a conflict.

#### Investigations

The Superintendent or designee shall ensure that a fingerprint-based criminal history records check and a check of the Statewide Sex Offender Database and Violent Offender Against Youth Database is performed on each applicant as required by State law. When the applicant is a successful superintendent candidate who has been offered employment by the Board, the Board President shall ensure that these checks are completed. The Superintendent or designee, or if the applicant is a successful superintendent candidate, then the Board President shall notify an applicant if the applicant is identified in either database. The School Code requires the Board President to keep a conviction record confidential and share it only with the Superintendent, Regional Superintendent, State Superintendent, State Educator Preparation and Licensure Board, any other person necessary to the hiring decision, the Ill. State Police and/or Statewide Sex Offender Database for purposes of clarifying the information, and/or the Teachers' Retirement System of the State of Illinois when required by law. The Board reserves its right to authorize additional background inquiries beyond a fingerprint-based criminal history records check when it deems it appropriate to do so, in accordance with applicable laws.

Each newly hired employee must complete a U.S. Citizenship and Immigration Services Form as required by federal law.

The District retains the right to discharge any employee whose criminal background investigation reveals a conviction for committing or attempting to commit any of the offenses outlined in 105 ILCS 5/21B-80 or who falsifies, or omits facts from, his or her employment application or other employment documents. If an indicated finding of abuse or neglect of a child has been issued by the Ill. Department of Children and Family Services or by a child welfare agency of another jurisdiction for any applicant for student teaching, applicant for employment, or any District employee, then the Board must consider that person's status as a condition of employment.

The Superintendent shall ensure that the District does not engage in any investigation or inquiry prohibited by law and complies with each of the following:

1. The District uses an applicant's credit history or report from a consumer reporting agency only when a satisfactory credit history is an established bona fide occupational requirement of a particular position.
2. The District does not screen applicants based on their current or prior wages or salary histories, including benefits or other compensation, by requiring that the wage or salary history satisfy minimum or maximum criteria.
3. The District does not request or require a wage or salary history as a condition of being considered for employment, being interviewed, continuing to be considered for an offer of employment, an offer of employment, or an offer of compensation.
4. The District does not request or require an applicant to disclose wage or salary history as a condition of employment.
5. The District does not ask an applicant or applicant's current or previous employers about wage or salary history, including benefits or other compensation.
6. The District does not ask an applicant or applicant's previous employers about claim(s) made or benefit(s) received under the Workers' Compensation Act.
7. The District does not request of an applicant or employee access in any manner to his or her personal online account, such as social networking websites, including a request for passwords to such accounts.
8. The District provides equal employment opportunities to all persons. See policy 5:10, *Equal Employment Opportunity and Minority Recruitment*.

#### Sexual Misconduct Related Employment History Review (EHR)

Prior to hiring an applicant for a position involving *direct contact with children or students*, the Superintendent shall ensure that an EHR is performed as required by State law. When the applicant is a superintendent candidate, the Board President shall ensure that the EHR is initiated before a successful superintendent candidate is offered employment by the Board.

#### Physical Examinations

Each new employee must furnish evidence of physical fitness to perform assigned duties and freedom from communicable disease. The physical fitness examination must be performed by a physician licensed in Illinois, or any other state, to practice medicine and surgery in any of its branches, a licensed advanced practice registered nurse, or a licensed physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations. The employee must have the physical examination performed no more than 90 days before submitting evidence of it to the District.

Any employee may be required to have an additional examination by a physician who is licensed in Illinois to practice medicine and surgery in all its branches, a licensed advanced practice registered nurse, or a licensed physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations, if the examination is job-related and consistent with business necessity. The Board will pay the expenses of any such examination.

#### Orientation Program

The District's staff will provide an orientation program for new employees to acquaint them with the District's policies and procedures, the school's rules and regulations, and the responsibilities of their

position. Before beginning employment, each employee must sign the *Acknowledgement of Mandated Reporter Status* form as provided in policy 5:90, *Abused and Neglected Child Reporting*.

LEGAL REF.:

42 U.S.C. §12112, Americans with Disabilities Act; 29 C.F.R. Part 1630.

15 U.S.C. §1681 et seq., Fair Credit Reporting Act.

8 U.S.C. §1324a et seq., Immigration Reform and Control Act.

105 ILCS 5/10-16.7, 5/10-20.7, 5/10-21.4, 5/10-21.9, 5/10-22.34, 5/10-22.34b, 5/21B-10, 5/21B-80, 5/21B-85, 5/22-6.5, 5/22-94, and 5/24-5.

20 ILCS 2630/3.3, Criminal Identification Act.

820 ILCS 55/, Right to Privacy in the Workplace Act.

820 ILCS 70/, Employee Credit Privacy Act.

820 ILCS 112/, Equal Pay Act of 2003 [PRESSPlus1](#)

Duldulao v. St. Mary of Nazareth Hospital, 136 Ill. App. 3d 763 (1st Dist. 1985), *affd in part and remanded* 115 Ill.2d 482 (Ill. 1987).

Kaiser v. Dixon, 127 Ill. App. 3d 251 (2nd Dist. 1984).

Molitor v. Chicago Title & Trust Co., 325 Ill. App. 124 (1st Dist. 1945).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 3:50 (Administrative Personnel Other Than the Superintendent), 4:60 (Purchases and Contracts), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:40 (Communicable and Chronic Infectious Disease), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:125 (Personal Technology and Social Media; Usage and Conduct), 5:220 (Substitute Teachers), 5:280 (Duties and Qualifications)

---

## **PRESSPlus Comments**

PRESSPlus 1. The Equal Pay Act of 2003, 820 ILCS 112/10(b-25), added by P.A. 103-539, eff. 1-1-25, makes it unlawful for employers with 15 or more employees to fail to include the "pay scale and benefits" for a position in any specific job posting. "Pay scale and benefits" means the wage or salary, or the wage or salary range, and a general description of benefits and other compensation. To satisfy the posting requirement, an employer can include a hyperlink to a public webpage that includes the pay scale and benefit information. If an employer uses a third party to post its job postings, then the employer must provide the pay scale and benefits or a hyperlink containing the information to the third party. The Act also requires employers to inform current employees of promotion opportunities within 14 calendar days after the employer posts externally for the position. Employers are not prohibited from asking applicants about their wage or salary expectations for a position. **Issue 113, October 2023**

## *Document Status: Draft Update*

### **5:190 Teacher Qualifications**

A teacher, as the term is used in this policy, refers to a District employee who is required to be licensed under State law. Each teacher must:

- a. Have a valid Illinois Professional Educator License issued by the State Superintendent of Education with the required endorsements as provided in the School Code.
- b. Provide the District Office with a complete transcript of credits earned in institutions of higher education.
- c. On or before September 1 of each year, unless otherwise provided in an applicable collective bargaining agreement, provide the District Office with a transcript of any credits earned since the date the last transcript was filed.
- d. Notify the Superintendent of any change in the teacher's transcript.

The Superintendent or designee shall:

1. Monitor compliance with State and federal law requirements that teachers be appropriately licensed; and
2. Through incentives for voluntary transfers, professional development, recruiting programs, or other effective strategies, ensure that minority students and students from low-income families are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers.

#### LEGAL REF.:

20 U.S.C. §6312(e)(1)(A).

105 ILCS 5/10-20.15, ~~5/21-11.4~~, [PRESSPlus1](#) 5/21B-15, 5/21B-20, 5/21B-25, and 5/24-23.

23 Ill.Admin.Code §1.610 et seq., §1.705 et seq., and Part 25.

---

#### **PRESSPlus Comments**

PRESSPlus 1. The Legal References are updated in response to the repeal of 105 ILCS 5/21-11.4. **Issue 113, October 2023**

## *Document Status: Draft Update*

### **5:200 Terms and Conditions of Employment and Dismissal**

The Governing Board delegates authority and responsibility to the Superintendent to manage the terms and conditions for the employment of professional personnel. The Superintendent shall act reasonably and comply with State and federal law as well as any applicable individual employment contract or collective bargaining agreement in effect. The Superintendent is responsible for making dismissal recommendations to the Board consistent with the Board's goal of having a highly qualified, high performing staff.

School Year and Day, Salary, Assignments and Transfers, Evaluation, Duty-Free Lunch, Dismissal

**Please refer to the applicable collective bargaining agreement.**

#### Nursing Mothers

The District accommodates employees who are nursing mothers according to provisions in State and federal law.

#### LEGAL REF.:

29 U.S.C. §218(d), Pub. L. 117-328, Pump for Nursing Mothers Act. [PRESSPlus1](#)

42 U.S.C. §2000gg et seq., Pub. L. 117-328, Pregnant Workers Fairness Act.

105 ILCS 5/10-19, 5/10-19.05, 5/10-20.65, 5/14-1.09a, 5/22-95, 5/22.4, 5/24-16.5, 5/24-2, 5/24-8, 5/24-9, 5/24-11, 5/24-12, 5/24-21, 5/24A-1 through 24A-20.

820 ILCS 260/, Nursing Mothers in the Workplace Act.

23 Ill.Admin.Code Parts 50 (Evaluation of Educator Licensed Employees) and 51 (Dismissal of Tenured Teachers).

Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532(1985).

CROSS REF.: 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:290 (Employment Termination and Suspensions), 6:20 (School Year Calendar and Day)

---

#### **PRESSPlus Comments**

PRESSPlus 1. The Legal References are updated. **Issue 113, October 2023**

## *Document Status: Draft Update*

### **5:210 Resignations**

~~Tenured~~ Teachers may resign at any time with consent of the Governing Board or by written notice sent to the Board Secretary at least 30 days before the intended date of resignation. However, ~~n~~ No teacher may resign during the school term in order to accept another teaching position without the consent of the Board. A teacher may resign outside of a school term if the teacher provides written notice to the secretary of the Board, at least 30 calendar days prior to the first student attendance day of the following school year. Teachers who resign with less than 30 days' notice prior to the first student attendance day of the following school term will be deemed to have resigned during the school term. [PRESSPlus1](#)

LEGAL REF.:

105 ILCS 5/24-14.

Park Forest Heights School Dist. v. State Teacher Certification Bd., 363 Ill.App.3d 433 (1st Dist. 2006).

~~ADOPTED: September 14, 2017~~

---

### **PRESSPlus Comments**

PRESSPlus 1. 105 ILCS 5/24-14, amended by P.A.s 102-552 and 103-549, refers to a school term as commencing on the first day of student attendance. A teacher who resigns during the school term, without the board's permission, or who resigns in order to accept another teaching assignment may be referred by the board to the State Superintendent of Education, who shall convene an informal evidentiary hearing within 90 days after receipt of a district's referral. The referral to the State Superintendent must be submitted within 10 business days after the board denies acceptance of the resignation and contain: (1) a dated copy of the teacher's resignation letter; (2) a copy of the reporting district's current school year calendar; (3) proof of employment for the school year at issue; (4) documentation showing that the board did not accept the teacher's resignation; and (5) evidence that the teacher left the district in order to accept another teaching assignment. The district must also notify the teacher of the referral within five business days after submitting it to the State Superintendent.

**Issue 113, October 2023**

## Document Status: Draft Update

### 5:220 Substitute Teachers

The Superintendent may employ substitute teachers as necessary to replace teachers who are temporarily absent.

A substitute teacher must hold either a valid teaching or substitute license and may teach in the place of a licensed teacher who is under contract with the Board. There is no limit on the number of days that a substitute teacher may teach in the District during the school year, except as follows:

1. A substitute teacher holding a substitute license may teach for any one licensed teacher under contract with the District only for a period not to exceed 120 days beginning with the 2021-2022 through the 2022-2023 school year, otherwise 90 paid school days in any one school term.
2. A teacher holding a Professional Educator License or Educator License with Stipulations may teach for any one licensed teacher under contract with the District only for a period not to exceed 120 paid school days.

The III. Teachers' Retirement System (TRS) limits a substitute teacher who is a TRS annuitant to substitute teaching for a period not to exceed 120 paid days or 600 paid hours in each school year through June 30, 2026, PRESSPlus1 but not more than 100 paid days in the same classroom. Beginning July 1, 2026<sup>3</sup>, a substitute teacher who is a TRS annuitant may substitute teach for a period not to exceed 100 paid days or 500 paid hours in any school year, unless the subject area is one where the Regional Superintendent has certified that a personnel shortage exists.

The Governing Board establishes a daily rate of pay for substitute teachers. Substitute teachers receive only monetary compensation for time worked and no other benefits.

#### Short-Term Substitute Teachers

A short-term substitute teacher must hold a valid short-term substitute teaching license and have completed the District's short-term substitute teacher training program. Unless otherwise permitted by law, short-term substitutes may teach no more than five consecutive school days for each licensed teacher who is under contract with the Board.

#### Emergency Situations

A substitute teacher may teach when no licensed teacher is under contract with the Board if the District has an emergency situation as defined in State law. During an emergency situation, a substitute teacher is limited to 30 calendar days of employment per each vacant position. The Superintendent shall notify the appropriate Regional Office of Education (ROE) within five business days after the employment of a substitute teacher in an emergency situation. The Board may continue to employ the same substitute teacher in a vacant position for 90 calendar days or until the end of the semester, whichever is greater, if, prior to the end of the then current 30-calendar-day period, the District makes a written request to the ROE for a 30-calendar-day extension and the extension is granted by the ROE. PRESSPlus2

LEGAL REF.:

105 ILCS 5/10-20.68, 5/21B-20(2), 5/21B-20(3), and 5/21B-20(4).

40 ILCS 5/16-118, III. Pension Code.

23 III.Admin.Code §1.790 (Substitute Teacher) and §25.520 (Substitute Teaching License).

CROSS REF.: 5:30 (Hiring Process and Criteria)

---

### **PRESSPlus Comments**

PRESSPlus 1. Updated in response to III. Pension Code, 40 ILCS 5/16-118, amended by P.A.s 103-88 and 103-525, permitting TRS annuitants to substitute teach for 120 paid days or 600 paid hours in each school year through 6-30-26. **Issue 113, October 2023**

PRESSPlus 2. Updated in response to 105 ILCS 5/21B-20(3), amended by P.A. 103-193, eff. 1-1-24. In order for a substitute teacher to remain in a vacant position for up to 90 days, or until the end of the semester, whichever is greater, the position must remain vacant and the district must continue to actively seek qualified candidates and provide documentation to the Regional Office of Education that it has provided training specific to the position, including training on meeting the needs of students with disabilities and English learners if applicable. **Issue 113, October 2023**

## *Document Status: Draft Update*

### **5:250 Leaves of Absence**

Each of the provisions in this policy applies to all professional personnel to the extent that it does not conflict with an applicable collective bargaining agreement or individual employment contract or benefit plan; in the event of a conflict, such provision is severable and the applicable bargaining agreement or individual agreement will control.

Sick and Bereavement Leave, Personal Leave, Parental Leave, Sabbatical Leave, Leave of Absence Without Pay, Child-Rearing Leave

**Please refer to the applicable collective bargaining agreement.**

Staff members are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Such days may be used at any time within the 12-month period following the birth of the child. Intervening periods of nonworking days or school not being in session, such as breaks and holidays, do not count towards the 30 working school days. As a condition of paying sick leave beyond the 30 working school days, the Board or Superintendent may require medical certification.

For purposes of adoption, placement for adoption, or acceptance of a child in need of foster care, paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, and for taking custody of the child or accepting the child in need of foster care. Such leave is limited to 30 days, unless a longer leave is provided in an applicable collective bargaining agreement, and need not be used consecutively once the formal adoption or foster care process is underway. The Board or Superintendent may require that the employee provide evidence that the formal adoption or foster care process is underway.

### Family Bereavement Leave

State law allows a maximum of 10 unpaid work days for eligible employees (Family and Medical Leave Act of 1993, 20 U.S.C. §2601 et seq.) to take family bereavement leave. The purpose, requirements, scheduling, and all other terms of the leave are governed by the Family Bereavement Leave Act. Eligible employees may use family bereavement leave, without any adverse employment action, for: (1) attendance by the bereaved staff member at the funeral or alternative to a funeral of a covered family member, which includes an employee's child, stepchild, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent (2) making arrangements necessitated by the death of the covered family member, (3) grieving the death of the covered family member, or (4) absence from work due to a Significant Event, which includes: (i) miscarriage, (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure, (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party, (iv) a failed surrogacy agreement, (v) a diagnosis that negatively impacts pregnancy or fertility, or (vi) a still birth. An employee qualifying for leave due to a Significant Event will not be required to identify which specific reason applies to the employee's request.

The leave must be completed within 60 days after the date on which the employee received notice of the death of the covered family member or the date on which an event under item (4) above occurs.

However, in the event of the death of more than one covered family member in a 12-month period, an employee is entitled to up to a total of six weeks of bereavement leave during the 12-month period, subject to certain restrictions under State and federal law. Other existing forms of leave may be substituted for the leave provided in the Family Bereavement Leave Act. This policy does not create any right for an employee to take family bereavement leave that is inconsistent with the Family Bereavement Leave Act.

#### Child Extended Bereavement Leave [PRESSPlus1](#)

Unpaid leave from work is available to employees who experience the loss of a child by suicide or homicide. The Child Extended Bereavement Leave Act governs the duration, scheduling, continuity of benefits, and all other terms of the leave. Accordingly, if the District employs 250 or more employees on a full-time basis, Q1 an employee is entitled to a total of 12 weeks of unpaid leave within one year after the employee notifies the District of the loss. An employee may elect to substitute other forms of leave to which the employee is entitled for the leave provided under the Child Extended Bereavement Leave Act.

#### Leaves for Service in the Military

Leaves for service in the U.S. Armed Services or any of its reserve components and the National Guard, as well as re-employment rights, will be granted in accordance with State and federal law. A professional staff member hired to replace one in military service does not acquire tenure.

#### General Assembly Leave

Leaves for service in the General Assembly, as well as re-employment rights, will be granted in accordance with State and federal law. A professional staff member hired to replace one in the General Assembly does not acquire tenure.

#### Leave for Employment in Department of Defense

The Board may grant teachers a leave of absence to accept employment in a Dept. of Defense overseas school.

#### School Visitation Leave

An eligible professional staff member is entitled to eight hours during any school year, no more than four hours of which may be taken on any given day, to attend school conferences, behavioral meetings, or academic meetings related to the teacher's child, if the conference or meeting cannot be scheduled during non-work hours. Professional staff members must first use all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the professional staff member, except sick, and disability leave.

The Superintendent shall develop administrative procedures implementing this policy consistent with the School Visitation Rights Act.

#### Leaves for Victims of Domestic Violence, Sexual Violence, Gender Violence, or Other Crime of Violence

An unpaid leave from work is available to any staff member who: (1) is a victim of domestic violence, sexual violence, gender violence, or any other crime of violence or (2) has a family or household member who is a victim of such violence whose interests are not adverse to the employee as it relates to the domestic violence, sexual violence, gender violence, or any other crime of violence. The unpaid leave allows the employee to seek medical help, legal assistance, counseling, safety planning, and

other assistance, and to grieve and attend to matters necessitated by the death of a family or household member who is killed in a crime of violence, [PRESSPlus2](#) without suffering adverse employment action.

The Victims' Economic Security and Safety Act ([VESSA](#)) governs the purpose, requirements, scheduling, and continuity of benefits, and all other terms of the leave. Accordingly, if the District employs at least 50 employees, and subject to any exceptions in [VESSA](#), an employee is entitled to a total of 12 work weeks of unpaid leave during any 12-month period. Neither the law nor this policy creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993 (29 U.S.C. §2601 *et seq.*).

#### Leaves to Serve as an Officer, Trustee, or Representative of a Specific Organization [PRESSPlus3](#)

Upon request, the Board will grant: (1) an unpaid leave of absence to an elected officer of a State or national teacher organization that represents teachers in collective bargaining negotiations, (2) up to twenty days of paid leave of absence per year to a trustee of the Teachers' Retirement System in accordance with 105 ILCS 5/24-6.3, and (3) a paid leave of absence for the local association president of a State teacher association that is an exclusive bargaining agent in the District, or his or her designee, to attend meetings, workshops, or seminars as described in 105 ILCS 5/24-6.2, and (4) up to 10 days of paid leave per school term for teachers elected to represent a statewide teacher association in federal advocacy work in accordance with 105 ILCS 5/24-3.5.

#### Leave to Serve as an Election Judge

Any staff member who was appointed to serve as an election judge under State law may, after giving at least 20-days' written notice to the District, be absent without pay for the purpose of serving as an election judge. The staff member is not required to use any form of paid leave to serve as an election judge. No more than 10% of the District's employees may be absent to serve as election judges on the same Election Day.

#### COVID-19 Paid Administrative Leave

~~During any time when the Governor has declared a disaster due to a public health emergency under 20 ILCS 3305/7, When applicable, [PRESSPlus4](#) paid administrative leave related to COVID-19 will be granted is available to eligible employees in accordance with State law, if the District, State or any of its agencies, or the local health department has issued guidance, mandates, or rules related to COVID-19 that restrict an employee from being on District property for a reason outlined in State law.~~

~~For an employee to be eligible for COVID-19 paid administrative leave, the employee must be fully vaccinated against COVID-19 as defined in 105 ILCS 5/10-20.83 (final citation pending);~~

~~The employee will receive as many days of administrative leave as required to abide by the public health guidance, mandates, and requirements issued by the Ill. Dept. of Public Health, unless a longer period has been negotiated with the exclusive bargaining representative;~~

~~As a condition of being granted COVID-19 paid administrative leave, an employee shall provide all documentation necessary to substantiate the employee's eligibility for the leave, as requested by the Superintendent or designee. An employee who is on COVID-19 paid administrative leave will receive the employee's regular rate of pay; the leave will not diminish any other leave or benefits of the employee. Employees may not accrue COVID-19 paid administrative leave.~~

LEGAL REF.:

105 ILCS 5/10-20.83 (final citation pending), 5/24-6, 5/24-6.1, 5/24-6.2, 5/24-6.3, 5/24-13, and 5/24-13.1.

10 ILCS 5/13-2.5, Election Code.

330 ILCS 61/, Service Member Employment and Reemployment Rights Act.

820 ILCS 147/, School Visitation Rights Act.

820 ILCS 154/, Child Family Bereavement Leave Act.

820 ILCS 156/, Child Extended Bereavement Leave Act.

820 ILCS 180/, Victims' Economic Security and Safety Act.

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:185 (Family and Medical Leave), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

---

### Questions and Answers:

\*\*\*Required Question 1. How many full-time employees does the district employ?

- The district employs more than 250 employees. (Default)
  - The district employs between 50-249 employees. (IASB will substitute the following sentence: "Accordingly, if the District employs at least 50 but not more than 249 employees on a full-time basis, an employee is entitled to a total of six weeks of unpaid leave within one year after the employee notifies the District of the loss.")
  - The district employs fewer than 50 employees. (IASB will delete the subhead regarding Child Extended Bereavement Leave and the Legal Reference to 820 ILCS 156/.)
- 

### PRESSPlus Comments

PRESSPlus 1. Updated in response to the Child Extended Bereavement Leave Act, 820 ILCS 156/, added by P.A. 103-466. **Issue 113, October 2023**

PRESSPlus 2. Updated in response to the Victims' Economic Security and Safety Act (VESSA), 820 ILCS 180/, amended by P.A. 103-314, eff. 1-1-24. Under 820 ILCS 180/20(a)(4), added by P.A. 103-314, eff. 1-1-24, an employee is not entitled to more than two work weeks (10 work days) if the leave is to attend a wake or funeral (or an alternative event), make end-of-life arrangements, or grieve due to the death of a family or household member killed in a crime of violence. In these circumstances, the leave must be completed within 60 days after the date on which the employee receives notice of the death. Employees may qualify for unpaid leave under both VESSA and the Family Bereavement Leave Act; leave taken under one act does not diminish the availability of leave under the other. **Issue 113, October 2023**

PRESSPlus 3. Updated in response to 105 ILCS 5/24-3.5, added by P.A. 103-308, eff. 1-1-24. The statewide teacher association is required to reimburse a district for substitute teaching costs incurred

due to the teacher's absence. **Issue 113, October 2023**

PRESSPlus 4. Updated for continuous improvement. **Issue 113, October 2023**

## *Document Status: Draft Update*

### **5:330 Sick Days, Vacation, Holidays, and Leaves**

Each of the provisions in this policy applies to all educational support personnel to the extent that it does not conflict with an applicable collective bargaining agreement or individual employment contract or benefit plan; in the event of a conflict, such provision is severable and the applicable bargaining agreement or individual agreement will control.

#### Sick and Bereavement Leave

**Please refer to the applicable collective bargaining agreement.**

**For employees not covered by this agreement:**

Full or part-time educational support personnel who work at least 600 hours per year receive 12 paid sick leave days per year. Part-time employees will receive sick leave pay equivalent to their regular workday. Unused sick leave shall accumulate to a maximum of 180 days, including the leave of the current year. Please refer to the applicable collective bargaining agreement(s) for the District's written plan allowing eligible employees to convert eligible accumulated sick leave to service credit upon an employee's retirement under the Ill. Municipal Retirement Fund.

Sick leave is defined in State law as personal illness, mental or behavioral complications, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, placement for adoption, or the acceptance of a child in need of foster care. The Superintendent or designee shall monitor the use of sick leave.

As a condition for paying sick leave after three days absence for personal illness or as the Board or Superintendent deem necessary in other cases, the Board or Superintendent may require that the staff member provide a certificate from: (1) a physician licensed in Illinois to practice medicine and surgery in all its branches, (2) a mental health professional licensed in Illinois providing ongoing care or treatment to the staff member, (3) a chiropractic physician licensed under the Medical Practice Act, (4) a licensed advanced practice registered nurse, (5) a licensed physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (6) if the treatment is by prayer or spiritual means, a spiritual adviser or practitioner of the employee's faith. If the Board or Superintendent requires a certificate during a leave of less than three days for personal illness, the District shall pay the expenses incurred by the employee.

Employees are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Such days may be used at any time within the 12-month period following the birth of the child. Intervening periods of nonworking days or school not being in session, such as breaks and holidays, do not count towards the 30 working school days. As a condition of paying sick leave beyond the 30 working school days, the Board or the Superintendent may require medical certification.

For purposes of adoption, placement for adoption, or acceptance of a child in need of foster care, paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, and for taking custody of the child or accepting the child in need to foster care. Such leave is limited to 30 days,

unless a longer leave is provided in an applicable collective bargaining agreement, and need not be used consecutively once the formal adoption or foster care process is underway. The Board or Superintendent may require that the employee provide evidence that the formal adoption or foster care process is underway.

Vacation

Twelve-month employees shall be eligible for paid vacation days according to the following schedule:

<u>Length of Employment</u>		<u>Monthly Accumulation</u>	<u>Maximum Vacation Leave Earned Per Year</u>
<u>From:</u>	<u>To:</u>		
Beginning of year 2	End of year 5	1.00 Day	12 Days per year
Beginning of year 8	End of year 15	1.50 Days	18 Days per year
Beginning of year 16	End of year 25	1.67 Days	20 Days per year
Beginning of year 26	+	1.75 Days	25 Days per year

Part-time employees who work at least half-time are entitled to vacation days on the same basis as full-time employees, but the pay will be based on the employee's average number of part-time hours per week during the last vacation accrual year. The Superintendent will determine the procedure for requesting vacation.

Vacation days earned in one fiscal year must be used by the end of the following fiscal year; they do not accumulate. Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned vacation.

Holidays

District employees will be paid for, but will not be required to work on holidays, as determined by the school calendar.

The District may require educational support personnel to work on a legal school holiday during an emergency or for the continued operation and maintenance of facilities or property.

Personal Leave

**Please refer to the applicable collective bargaining agreement.**

**For employees not covered by these agreements:**

Full-time educational support personnel have one paid personal leave day per year. The use of a personal day is subject to the following conditions:

1. Except in cases of emergency or unavoidable situations, a personal leave request should be submitted to the Superintendent three days before the requested date.

2. No personal leave day may be used immediately before or immediately after a holiday, or during the first and/or last five days of the school year, unless the Superintendent grants prior approval.
3. Personal leave may not be used in increments of less than one-half day.
4. Personal leave is subject to any necessary replacement's availability.
5. Personal leave may not be used on an in-service training day and/or institute training days.
6. Personal leave may not be used when the employee's absence would create an undue hardship.

Leave to Serve as a Trustee of the Ill. Municipal Retirement Fund

Upon request, the Governing Board will grant 20 days of paid leave of absence per year to a trustee of the Ill. Municipal Retirement Fund in accordance with State law.

Other Leaves

Educational support personnel receive the following leaves on the same terms and conditions granted professional personnel in Governing Board policy 5:250, *Leaves of Absence*:

1. Leave for Service in the Military.
2. Leave for Service in the General Assembly.
3. School Visitation Leave.
4. Leaves for Victims of Domestic Violence, Sexual Violence, Gender Violence, or Other Crime of Violence.
5. Family Bereavement Leave.
6. Child Extended Bereavement Leave, [PRESSPlus1](#)
7. Leave to serve as an election judge.
8. COVID-19 Paid Administrative Leave.

LEGAL REF.:

105 ILCS 5/10-20.7b, 5/10-20.83 (final citation pending), 5/24-2, 5/24-6, and 5/24-6.3.

10 ILCS 5/13-2.5, Election Code.

330 ILCS 61/, Service Member Employment and Reemployment Rights Act.

40 ILCS 5/7-139.

820 ILCS 147, School Visitation Rights Act.

820 ILCS 154/, ~~Child~~ Family Bereavement Leave Act.

820 ILCS 156/, Child Extended Bereavement Leave Act

820 ILCS 180/, Victims' Economic Security and Safety Act.

School Dist. 151 v. ISBE, 154 Ill.App.3d 375 (1st Dist. 1987); Elder v. Sch. Dist. No.127 1/2, 60 Ill.App.2d 56 (1st Dist. 1965).

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:185 (Family and Medical Leave), 5:250 (Leaves of Absence)

## **PRESSPlus Comments**

PRESSPlus 1. Updated in response to the Child Extended Bereavement Leave Act, 820 ILCS 156/, added by P.A. 103-466. See the **Question** attached to the PRESS Plus Draft Update for policy 5:250, *Leaves of Absence*. If the district enters a response that fewer than 50 full-time employees are employed by the district, this item and the Legal Reference to 820 ILCS 156/ will be deleted by IASB. **Issue 113, October 2023**

OK

## *Document Status: Draft Update*

### **6:50 School Wellness**

Student wellness, including good nutrition and physical activity, shall be promoted in the District's educational program, school-based activities, and meal programs. This policy shall be interpreted consistently with Section 204 of the Child Nutrition and WIC Reauthorization Act of 2004 and the Healthy Hunger-Free Kids Act of 2010 (HHFKA).

The Superintendent will ensure:

1. Each school building complies with this policy;
2. The policy is available to the community on an annual basis through copies of or online access to the Board Policy Manual; and
3. The community is informed about the progress of this policy's implementation.

#### Goals for Nutrition Education and Nutrition Promotion

The goals for addressing nutrition education and nutrition promotion include the following:

- Schools will support and promote sound nutrition for students.
- Schools will foster the positive relationship between sound nutrition, physical activity, and the capacity of students to develop and learn.
- Nutrition education will be part of the District's comprehensive health education curriculum. See Board policy 6:60, *Curriculum Content*.

#### Goals for Physical Activity

The goals for addressing physical activity include the following:

- Schools will support and promote an active lifestyle for students.
- Physical education will be taught in all grades and shall include a developmentally planned and sequential curriculum that fosters the development of movement skills, enhances health-related fitness, increases students' knowledge, offers direct opportunities to learn how to work cooperatively in a group setting, and encourages healthy habits and attitudes for a healthy lifestyle.
- During the school day, all students will be required to engage in a daily physical education course, unless otherwise exempted.
- The curriculum will be consistent with and incorporate relevant *Illinois Learning Standards for Physical Development and Health* as established by the Ill. State Board of Education (ISBE).

#### Goals for Other School-Based Activities [PRESSPlus1](#)

The goals for school-based activities include the following:

- Schools will support and promote a healthy eating environment for students.
- Schools will promote and participate in wellness activities.

- ~~Schools will offer other school-based activities to support student health and wellness, including coordinated events and clubs.~~

→ remove.

#### Nutrition Guidelines for Foods Available During the School Day: Marketing Prohibited

Students will be offered and schools will promote nutritious food and beverage choices during the school day that are consistent with Board policy 4:120, *Food Services* (requiring compliance with the nutrition standards specified in the U.S. Dept. of Agriculture's (USDA) *Smart Snacks* rules).

In addition, in order to promote student health and reduce childhood obesity, the Superintendent or designee shall:

1. Restrict the sale of *competitive foods*, as defined by the USDA, in the food service areas during meal periods;
2. Comply with all ISBE rules; and
3. Prohibit marketing during the school day of foods and beverages that do not meet the standards listed in Board policy 4:120, *Food Services*, i.e., in-school marketing of food and beverage items must meet *competitive foods* standards.

*Competitive foods* standards do not apply to foods and beverages available, but not sold in school during the school day; e.g., brown bag lunches, foods for classroom parties, school celebrations, and reward incentives.

#### Exempted Fundraising Day (EFD) Requests

All food and beverages sold to students on the school campuses of participating schools during the school day must comply with the "general nutrition standards for competitive foods" specified in federal law.

ISBE rules prohibit EFDs for grades 8 and below in participating schools.

The Director or designee in a participating school may grant an EFD for grades 9 through 12 in participating schools. To request an EFD and learn more about the District's related procedure(s), contact the Director or designee. The District's procedures are subject to change. The number of EFDs for grades 9 through 12 in participating schools is set by ISBE rule.

#### Guidelines for Reimbursable School Meals

Reimbursable school meals served shall meet, at a minimum, the nutrition requirements and regulations for the National School Lunch Program and/or School Breakfast Program.

#### Unused Food Sharing Plan

In collaboration with the District's local health department, the Superintendent or designee will:

1. Develop and support a food sharing plan (Plan) for unused food that is focused on needy students.
2. Implement the Plan throughout the District.
3. Ensure the Plan complies with the Richard B. Russell National School Lunch Act, as well as accompanying guidance from the U.S. Department of Agriculture on the Food Donation Program.
4. Ensure that any leftover food items are properly donated to combat potential food insecurity in the District's community. *Properly* means in accordance with all federal regulations and State

and local health and sanitation codes.

### Monitoring

At least every three years, the Director shall provide implementation data and/or reports to the Board concerning this policy's implementation sufficient to allow the Board to monitor and adjust the policy (a triennial report). This triennial report must include without limitation each of the following:

- An assessment of the District's implementation of the policy
- The extent to which schools in the District are in compliance with the policy
- The extent to which the policy compares to model local school wellness policies
- A description of the progress made in attaining the goals of the policy
- How the District will make the results of the assessment available to the public
- Where the District will retain records of the assessment

The Board will monitor and adjust the policy pursuant to policy 2:240, *Board Policy Development*.

### Community Involvement

The Board and Director will actively invite suggestions and comments concerning the development, implementation, periodic reviews, and updates of the school wellness policy from parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the community. Community involvement methods shall align their suggestions and comments to policy 2:140, *Communications To and From the Board*.

### Recordkeeping

The Director shall retain records to document compliance with this policy, the District's records retention protocols, and the Local Records Act.

### LEGAL REF.:

Pub. L. 108-265, Sec. 204, Child Nutrition and WIC Reauthorization Act of 2004.

~~42 U.S.C. §1771 et seq., Child Nutrition Act of 1966.~~

42 U.S.C. §1751 et seq., Richard B. Russell National School Lunch Act.

42 U.S.C. §1758b, Pub. L. 111-296, Healthy, Hunger-Free Kids Act of 2010.

42 U.S.C. §1771 et seq., Child Nutrition Act of 1966.

42 U.S.C. §1779, as implemented by 7 C.F.R. §§210.11 and 210.31.

50 ILCS 205/, Local Records Act.

105 ILCS 5/2-3.139 and 5/2-3.189.

23 Ill.Admin.Code Part 305, Food Program.

ISBE's *School Wellness Policy* Goal, adopted Oct. 2007.

CROSS REF.: 2:140 (Communications To and From the Board), 2:150 (Committees), 2:240 (Board

Policy Development), 4:120 (Food Services), 5:100 (Professional Learning Program), 8:10 (Connection with the Community)

---

### **PRESSPlus Comments**

PRESSPlus 1. Updated in response to a request from the Ill. State Board of Education (ISBE) Nutrition Dept. and to federal requirements in 7 C.F.R. §210.31 for local school wellness policies. This is a required topic, but the local board may determine what goals are appropriate. 42 USC §1758b(b) (1); 7 C.F.R. §210.31(c)(1). The third sample goal comes from ISBE's Local Wellness Policy Template for Schools, available at: [www.isbe.net/Pages/Local-School-Nutrition-Wellness-Policy.aspx](http://www.isbe.net/Pages/Local-School-Nutrition-Wellness-Policy.aspx). **Issue 113, October 2023**

## *Document Status: Review and Monitoring*

### **6:240 Field Trips**

Field trips are permissible when the experiences are a part of the school curriculum and/or contribute to the District's educational objectives. [PRESSPlus1](#)

All field trips must have the Superintendent or designee's prior approval, except that field trips beyond a 200-mile radius of the school or extending overnight must have the prior approval of the Governing Board. The Superintendent or designee shall analyze the following factors to determine whether to approve a field trip: educational value, student safety, parent concerns, heightened security alerts, and liability concerns. On all field trips, a bus fee set by the Superintendent or designee may be charged to help defray the transportation costs.

Parents/guardians of students: (1) shall be given the opportunity to consent to their child's participation in any field trip; and (2) are responsible for all entrance fees, food, lodging, or other costs, except that the District will pay such costs for students who qualify for a fee waiver under Board policy 4:140, *Waiver of Student Fees*. All non-participating students shall be provided an alternative experience. Any field trip may be cancelled without notice due to an unforeseen event or condition.

Privately arranged trips, including those led by District staff members, shall not be represented as or construed to be sponsored by the District or school. The District does not provide liability protection for privately arranged trips and is not responsible for any damages arising from them.

#### LEGAL REF.:

105 ILCS 5/29-3.1.

CROSS REF.:4:140 (Waiver of Student Fees), 6:10 (Educational Philosophy and Objectives), 7:10 (Equal Educational Opportunities), 7:270 (Administering Medicines to Students)

---

#### **PRESSPlus Comments**

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

- Compare the adopted version to the current PRESS sample (available at PRESS Online by logging in at [www.iasb.com](http://www.iasb.com)), discussing any differences and/or options noted in the footnotes to determine whether local changes are necessary
- Update the policy language due to changes in local conditions
- Make no changes, but update the adoption date to reflect that the policy has been reviewed and re-adopted

## Document Status: Draft Update

### 7:60 Residence

#### Member Districts

Students who are eligible for special education services and are residents of a Member District may participate in the programs available through the Joint Agreement according to provisions in their individualized education programs.

#### Residence of Students with Disabilities [PRESSPlus1](#)

The residence of a child with a disability is determined in accordance with 105 ILCS 5/14-1.11, 5.14-1.11a, and 5/14-1.11b.

#### Non-Member Districts [Q1](#)

Eligible students who are not residents of a Member District may participate in the special education programs available through the Joint Agreement, providing the sending (resident) district pays the Joint Agreement the regular tuition charge as determined by State law. The sending district shall pay the per capita cost as provided in Section 14-7.01 of the School Code (105 ILCS 5/13-7.01). All enrolled students must comply with the Joint Agreement's policies on student discipline.

#### LEGAL REF.:

42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.

105 ILCS 5/10-20.12a, 5/10-20.12b, 5/10-22.5, ~~and 5/10-22.5a,~~ 5/14-1.11, 5/14-1.11a, and 5/14-1.11b.

105 ILCS 45/, Education for Homeless Children Act.

105 ILCS 70/, Educational Opportunity for Military Children Act.

23 Ill.Admin.Code §1.240.

Israel S. by Owens v. Bd. of Educ. of Oak Park and River Forest High Sch. Dist. 200, 235 Ill.App.3d 652 (5th Dist. 1992).

Joel R. v. Board of Education of Manheim School District 83, 292 Ill.App.3d 607 (1st Dist. 1997).

Kraut v. Rachford, 51 Ill.App.3d 206 (1st Dist. 1977).

CROSS REF.: 6:140 (Education of Homeless Children), 7:50 (School Admissions and Eligibility for Services), 7:70 (Attendance and Truancy), 7:190 (Student Behavior)

---

#### Questions and Answers:

\*\*\*Required Question 1. 105 ILCS 5/10-20.12a(a), amended by P.A. 103-111, allows boards to adopt a policy to waive nonresident tuition if the student is the child of a district employee. A *child* means a district employee's child who is a biological child, adopted child, foster child, stepchild, or a child for which the employee serves as legal guardian.

Does the board wish to accept requests from district employees for their nonresident children to attend school in the district on a tuition-free basis?

No. (Default)

Yes. (IASB will add the following paragraph to a new subhead "Requests for Nonresident Admission": For a nonresident student who is the child of a District employee, if the Superintendent approves the request for nonresident admission for the student, the tuition cost is waived pursuant to 105 ILCS 5/10-20.12a(a).)

---

### **PRESSPlus Comments**

PRESSPlus 1. When special education services are provided, a student's resident district is determined by 105 ILCS 5/14-1.11 (when the resident district is the district in which the parent/guardian resides), 14-1.11a, amended by P.A. 102-514 (when the resident district is the district in which the student resides), and 14-1.11b (applying the provisions of 105 ILCS 5/14-1.11 and 14-1.11a to determine the resident district in all cases in which special education services and facilities are provided). **Issue 113, October 2023**

## ***Document Status: Draft Update***

### **7:70 Attendance and Truancy**

#### Compulsory School Attendance

This policy applies to individuals who have custody or control of a child: (a) between the ages of six (on or before September 1) and 17 years (unless the child has graduated from high school), or (b) who is enrolled in any of grades kindergarten through 12 in the public school regardless of age. Subject to specific requirements in State law, the following children are not required to attend public school: (1) any child attending a private school (including a home school) or parochial school, (2) any child who is physically or mentally unable to attend school (including a pregnant student suffering medical complications as certified by her physician), (3) any child lawfully and necessarily employed, (4) any child over 12 and under 14 years of age while in confirmation classes, (5) any child absent because of religious reasons, including to observe a religious holiday, for religious instruction, or because his or her religion forbids secular activity on a particular day(s) or time of day, and (6) any child 16 years of age or older who is employed and is enrolled in a graduation incentives program.

The parent/guardian of a student who is enrolled must authorize all absences from school and notify the school in advance or at the time of the student's absence. A valid cause for absence includes illness (including mental or behavioral health of the student), observance of a religious holiday, death in the immediate family, attendance at a civic event, family emergency, other situations beyond the control of the student as determined by the Board, voting pursuant to policy 7:90, *Release During School Hours* (10 ILCS 5/7-42 and 5/17-15), other circumstances that cause reasonable concern to the parent/guardian for the student's mental, emotional, or physical health or safety, or other reason as approved by the Superintendent or designee. Students absent for a valid cause may make up missed homework and classwork assignments in a reasonable timeframe.

#### Absenteeism and Truancy Program

The Director or designee shall manage an absenteeism and truancy program in accordance with the School Code and Governing Board policy. The program shall include but not be limited to:

1. A protocol for excusing a student from attendance who is necessarily and lawfully employed. The Director or designee is authorized to determine when the student's absence is justified.
2. A protocol for excusing a student in grades 6 through 12 from attendance to sound *Taps* at a military honors funeral held in Illinois for a deceased veteran.
3. A protocol for excusing a student from attendance on a particular day(s) or at a particular time of day when his/her parent/guardian is an active duty member of the uniformed services and has been called to duty for, is on leave from, or has immediately returned from deployment to a combat zone or combat-support postings.
4. A process to telephone, within two hours after the first class, the parents/guardians of students in grade 8 or below who are absent without prior parent/guardian notification.
5. A process to identify and track students who are truants, chronic or habitual truants, or truant minors as defined in 105 ILCS 5/26-2a.
6. A description of diagnostic procedures for identifying the cause(s) of a student's unexcused absenteeism, including interviews with the student, his or her parent(s)/guardian(s), and staff

members or other people who may have information about the reasons for the student's attendance problem.

7. The identification of supportive services that may be offered to truant, chronically truant, or chronically absent students, including parent-teacher conferences, student and/or family counseling, or information about community agency services. See Board policy 6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*.
8. A process for the collection and review of chronic absence data and to:
  - a. Determine what systems of support and resources are needed to engage chronically absent students and their families, and
  - b. Encourage the habit of daily attendance and promote success.
9. Reasonable efforts to provide ongoing professional development to teachers, administrators, Board members, school resource officers, and staff on the appropriate and available supportive services for the promotion of student attendance and engagement.
10. A process to request the assistance and resources of outside agencies, such as, the juvenile officer of the local police department or the truant office of the appropriate Regional Office of Education, if truancy continues after supportive services have been offered.
11. A protocol for cooperating with non-District agencies including County or municipal authorities, the Regional Superintendent, truant officers, the Community Truancy Review Board, and a comprehensive community based youth service agency. Any disclosure of school student records must be consistent with Board policy 7:340, *Student Records*, as well as State and federal law concerning school student records.
12. An acknowledgement that no punitive action, including out-of-school suspensions, expulsions, or court action, shall be taken against a truant minor for his or her truancy unless available supportive services and other school resources have been provided to the student.
13. The criteria to determine whether a student's non-attendance is due to extraordinary circumstances shall include economic or medical necessity or family hardship and such other criteria that the Superintendent believes qualifies.
14. A process for a 17-year-old resident to participate in the District's various programs and resources for truants. The student must provide documentation of his/her dropout status for the previous six months. A request from an individual 19 years of age or older to re-enroll after having dropped out of school is handled according to provisions in 7:50, *School Admissions and Eligibility for Services*.
15. A process for the temporary exclusion of a student 17 years of age or older for failing to meet minimum attendance standards according to provisions in State law. A parent/guardian has the right to appeal a decision to exclude a student.

### Monitoring

Pursuant to State law and policy 2:240, *Board Policy Development*, the Board updates this policy at least once every two years. The Superintendent or designee shall assist the Board with its update.

### LEGAL REF.:

105 ILCS 5/22-92 and 5/26-1 through 5/26-3, 5/26-5 through 5/26-16, and 5/26-18. [PRESSPlus1](#)

705 ILCS 405/3-33.5, Juvenile Court Act of 1987.

23 Ill.Admin.Code §§1.242 and 1.290.

CROSS REF.: 5:100 (Staff Development Program), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 6:150 (Home and Hospital Instruction), 7:10 (Equal Educational Opportunities), 7:50 (School Admissions and Eligibility for Services), 7:60 (Residence), 7:80 (Release Time for Religious Instruction/Observance), 7:90 (Release During School Hours), 7:190 (Student Behavior), 7:340 (Student Records)

---

### **PRESSPlus Comments**

PRESSPlus 1. The Legal References are updated. **Issue 113, October 2023**

## Document Status: Draft Update

### 7:160 Student Appearance

A student's appearance, including dress and hygiene, must not disrupt the educational process or compromise standards of health and safety. The District does not prohibit hairstyles historically associated with race, ethnicity, or hair texture, including, but not limited to, protective hairstyles such as braids, locks, and twists. The District also does not prohibit the right of a student to wear or accessorize the student's graduation attire with items associated with the student's cultural, ethnic, or religious identity or other characteristic or category protected under the Ill. Human Rights Act, 775 ILCS 5/1-103(Q). [PRESSPlus1](#) Students who disrupt the educational process or compromise standards of health and safety must modify their appearance. Procedures for guiding student appearance will be developed by the Superintendent or designee and included in the *Student Handbook(s)*.

#### LEGAL REF.:

105 ILCS 5/2-3.25 and 5/10-22.25b.

Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503 (1969).

CROSS REF.: 7:10 (Equal Educational Opportunities), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior)

---

#### PRESSPlus Comments

PRESSPlus 1. Updated in response to 105 ILCS 5/10-22.25b, amended by P.A. 103-463. 775 ILCS 5/1-103(Q), which is referenced in 105 ILCS 5/10-22.25b, prohibits unlawful discrimination based on a person's actual or perceived race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service. **Issue 113, October 2023**

## *Document Status: Draft Update*

### **7:190 Student Behavior**

The goals and objectives of this policy are to provide effective discipline practices that: (1) ensure the safety and dignity of students and staff; (2) maintain a positive, weapons-free, and drug-free learning environment; (3) keep school property and the property of others secure; and (4) teach students positive behavioral skills to become independent, self-disciplined citizens in the school community and society.

#### When and Where Conduct Rules Apply

A student is subject to disciplinary action for engaging in *prohibited student conduct*, as described in the section with that name below, whenever the student's conduct is reasonably related to school or school activities, including, but not limited to:

1. On, or within sight of, school grounds before, during, or after school hours or at any time;
2. Off school grounds at a school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school;
3. Traveling to or from school or a school activity, function, or event; or
4. Anywhere, if the conduct interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including, but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property.

#### Prohibited Student Conduct

The school administration is authorized to discipline students for gross disobedience or misconduct, including but not limited to:

1. Using, possessing, distributing, purchasing, or selling tobacco or nicotine materials, including without limitation, electronic cigarettes.
2. Using, possessing, distributing, purchasing, or selling alcoholic beverages. Students who are under the influence of an alcoholic beverage are not permitted to attend school or school functions and are treated as though they had alcohol in their possession.
3. Using, possessing, distributing, purchasing, selling, or offering for sale:
  - a. Any illegal drug or controlled substance, or cannabis (including marijuana, hashish, and medical cannabis unless the student is authorized to be administered a medical cannabis infused product under *Ashley's Law*).
  - b. Any anabolic steroid unless it is being administered in accordance with a physician's or licensed practitioner's prescription.
  - c. Any performance-enhancing substance on the Illinois High School Association's most current banned substance list unless administered in accordance with a physician's or licensed practitioner's prescription.
  - d. Any prescription drug when not prescribed for the student by a physician or licensed practitioner, or when used in a manner inconsistent with the prescription or prescribing

physician's or licensed practitioner's instructions. The use or possession of medical cannabis, even by a student for whom medical cannabis has been prescribed, is prohibited unless the student is authorized to be administered a medical cannabis infused product under *Ashley's Law*.

- e. Any inhalant, regardless of whether it contains an illegal drug or controlled substance: (a) that a student believes is, or represents to be capable of, causing intoxication, hallucination, excitement, or dulling of the brain or nervous system; or (b) about which the student engaged in behavior that would lead a reasonable person to believe that the student intended the inhalant to cause intoxication, hallucination, excitement, or dulling of the brain or nervous system. The prohibition in this section does not apply to a student's use of asthma or other legally prescribed inhalant medications.
- f. Any substance inhaled, injected, smoked, consumed, or otherwise ingested or absorbed with the intention of causing a physiological or psychological change in the body, including without limitation, pure caffeine in tablet or powdered form.
- g. *Look-alike* or counterfeit drugs, including a substance that is not prohibited by this policy, but one: (a) that a student believes to be, or represents to be, an illegal drug, controlled substance, or other substance that is prohibited by this policy; or (b) about which a student engaged in behavior that would lead a reasonable person to believe that the student expressly or impliedly represented to be an illegal drug, controlled substance, or other substance that is prohibited by this policy.
- h. Drug paraphernalia, including devices that are or can be used to: (a) ingest, inhale, or inject cannabis or controlled substances into the body; and (b) grow, process, store, or conceal cannabis or controlled substances.

Students who are under the influence of any prohibited substance are not permitted to attend school or school functions and are treated as though they had the prohibited substance, as applicable, in their possession.

- 4. Using, possessing, controlling, or transferring a *weapon* as that term is defined in the **Weapons** section of this policy, or violating the **Weapons** section of this policy.
- 5. Using or possessing an electronic paging device. Using a cellular telephone, video recording device, personal digital assistant (PDA), or other electronic device in any manner that disrupts the educational environment or violates the rights of others, including using the device to take photographs in locker rooms or bathrooms, cheat, or otherwise violate student conduct rules. Prohibited conduct specifically includes, without limitation, creating, sending, sharing, viewing, receiving, or possessing an indecent visual depiction of oneself or another person through the use of a computer, electronic communication device, or cellular phone. Unless otherwise banned under this policy or by the Building Principal, all electronic devices must be kept powered-off or silenced and out-of-sight during the regular school day unless: (a) the supervising teacher grants permission; (b) use of the device is provided in a student's individualized education program (IEP); (c) it is used during the student's lunch period, or (d) it is needed in an emergency that threatens the safety of students, staff, or other individuals.
- 6. Using or possessing a laser pointer unless under a staff member's direct supervision and in the context of instruction.
- 7. Disobeying rules of student conduct or directives from staff members or school officials. Examples of disobeying staff directives include refusing a District staff member's request to stop, present school identification, or submit to a search.
- 8. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, using a writing service and/or generative artificial intelligence technology in place of original work unless specifically authorized by staff. [PRESSPlus1](#) wrongfully giving or receiving help during an

- academic examination, altering report cards, and wrongfully obtaining test copies or scores.
9. Engaging in hazing or any kind of bullying or aggressive behavior that does physical or psychological harm to a staff person or another student, or urging other students to engage in such conduct. Prohibited conduct specifically includes, without limitation, any use of violence, intimidation, force, noise, coercion, threats, stalking, harassment, sexual harassment, public humiliation, theft or destruction of property, retaliation, hazing, bullying, bullying using a school computer or a school computer network, or other comparable conduct.
  10. Engaging in any sexual activity, including without limitation, offensive touching, sexual harassment, indecent exposure (including mooning), and sexual assault. This does not include the non-disruptive: (a) expression of gender or sexual orientation or preference, or (b) display of affection during non-instructional time.
  11. Teen dating violence, as described in Board policy 7:185, *Teen Dating Violence Prohibited*.
  12. Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's personal property.
  13. Entering school property or a school facility without proper authorization.
  14. In the absence of a reasonable belief that an emergency exists, calling emergency responders (such as calling 911); signaling or setting off alarms or signals indicating the presence of an emergency; or indicating the presence of a bomb or explosive device on school grounds, school bus, or at any school activity.
  15. Being absent without a recognized excuse; State law and School Board policy regarding truancy control will be used with chronic and habitual truants.
  16. Being involved with any public school fraternity, sorority, or secret society, by: (a) being a member; (b) promising to join; (c) pledging to become a member; or (d) soliciting any other person to join, promise to join, or be pledged to become a member.
  17. Being involved in gangs or gang-related activities, including displaying gang symbols or paraphernalia.
  18. Violating any criminal law, including but not limited to, assault, battery, arson, theft, gambling, eavesdropping, vandalism, and hazing.
  19. Making an explicit threat on an Internet website against a school employee, a student, or any school-related personnel if the Internet website through which the threat was made is a site that was accessible within the school at the time the threat was made or was available to third parties who worked or studied within the school grounds at the time the threat was made, and the threat could be reasonably interpreted as threatening to the safety and security of the threatened individual because of his or her duties or employment status or status as a student inside the school.
  20. Operating an unmanned aircraft system (UAS) or drone for any purpose on school grounds or at any school event unless granted permission by the Superintendent or designee.
  21. Engaging in any activity, on or off campus, that interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property.

For purposes of this policy, the term *possession* includes having control, custody, or care, currently or in the past, of an object or substance, including situations in which the item is: (a) on the student's person; (b) contained in another item belonging to, or under the control of, the student, such as in the student's clothing, backpack, or automobile; (c) in a school's student locker, desk, or other school property; or (d) at any location on school property or at a school-sponsored event.

Efforts, including the use of positive interventions and supports, shall be made to deter students, while

at school or a school-related event, from engaging in aggressive behavior that may reasonably produce physical or psychological harm to someone else. The Director or designee shall ensure that the parent/guardian of a student who engages in aggressive behavior is notified of the incident. The failure to provide such notification does not limit the Board's authority to impose discipline, including suspension or expulsion, for such behavior.

No disciplinary action shall be taken against any student that is based totally or in part on the refusal of the student's parent/guardian to administer or consent to the administration of psychotropic or psychostimulant medication to the student.

### Disciplinary Measures

Potential disciplinary measures include, without limitation, any of the following:

1. Notifying parent(s)/guardian(s).
2. Disciplinary conference.
3. Withholding of privileges.
4. Temporary removal from the classroom.
5. Return of property or restitution for lost, stolen, or damaged property.
6. In-school suspension. The Building Principal or designee shall ensure that the student is properly supervised.
7. After-school study or Saturday study provided the student's parent/guardian has been notified. If transportation arrangements cannot be agreed upon, an alternative disciplinary measure must be used. The student must be supervised by the detaining teacher or the Building Principal or designee.
8. Community service with local public and nonprofit agencies that enhances community efforts to meet human, educational, environmental, or public safety needs. The District will not provide transportation. School administration shall use this option only as an alternative to another disciplinary measure, giving the student and/or parent/guardian the choice.
9. Seizure of contraband; confiscation and temporary retention of personal property that was used to violate this policy or school disciplinary rules.
10. Suspension of bus riding privileges in accordance with Board policy 7:220, *Bus Conduct*.
11. Out-of-school suspension from school and all school activities in accordance with Board policy 7:200, *Suspension Procedures*. A student who has been suspended may also be restricted from being on school grounds and at school activities.
12. Expulsion from school and all school activities for a definite time period not to exceed two calendar years in accordance with Board policy 7:210, *Expulsion Procedures*. A student who has been expelled may also be restricted from being on school grounds and at school activities.
13. Transfer to an alternative program if the student is expelled or otherwise qualifies for the transfer under State law. The transfer shall be in the manner provided in Article 13A or 13B of the School Code.
14. Notifying juvenile authorities or other law enforcement whenever the conduct involves criminal activity, including but not limited to, illegal drugs (controlled substances), *look-alikes*, alcohol, or weapons or in other circumstances as authorized by the reciprocal reporting agreement between the District and local law enforcement agencies.

The above list of disciplinary measures is a range of options that will not always be applicable in every case. Suspension and expulsion may be the available and appropriate disciplinary interventions in

some circumstances where other available and appropriate interventions have been exhausted or it has been determined that there are no other available and appropriate behavioral or disciplinary interventions. School personnel shall not advise or encourage students to drop out voluntarily due to behavioral or academic difficulties.

Corporal punishment is prohibited. Corporal punishment is defined as slapping, paddling, or prolonged maintenance of students in physically painful positions, or intentional infliction of bodily harm. Corporal punishment does not include reasonable force as needed to maintain safety for students, staff, or other persons, or for the purpose of self-defense or defense of property.

#### Isolated Time Out, Time Out, and Physical Restraint

Neither isolated time out, time out, nor physical restraint shall be used to discipline or punish a student. These methods are only authorized for use as permitted in 105 ILCS 5/10-20.33, State Board of Education rules (23 Ill.Admin.Code §§ 1.280, 1.285), and the District's procedure(s).

#### Weapons

A student who is determined to have brought one of the following objects to school, any school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school shall be expelled for a period of at least one calendar year but not more than two calendar years:

1. A firearm, meaning any gun, rifle, shotgun, or weapon as defined by Section 921 of Title 18 of the United States Code (18 U.S.C. § 921), firearm as defined in Section 1.1 of the Firearm Owners Identification Card Act (430 ILCS 65/), or firearm as defined in Section 24-1 of the Criminal Code of ~~1964~~2012 (720 ILCS 5/24-1).
2. A knife, brass knuckles, or other knuckle weapon regardless of its composition, a billy club, or any other object if used or attempted to be used to cause bodily harm, including *look-alikes* of any firearm as defined above.

The expulsion requirement under either paragraph 1 or 2 above may be modified by the Director, and the Director's determination may be modified by the Board on a case-by-case basis. The Director or designee may grant an exception to this policy, upon the prior request of an adult supervisor, for students in theatre, cooking, ROTC, martial arts, and similar programs, whether or not school-sponsored, provided the item is not equipped, nor intended, to do bodily harm.

This policy's prohibitions concerning weapons apply regardless of whether: (1) a student is licensed to carry a concealed firearm, or (2) the Board permits visitors, who are licensed to carry a concealed firearm, to store a firearm in a locked vehicle in a school parking area.

#### Re-Engagement of Returning Students

The Director or designee shall maintain a process to facilitate the re-engagement of students who are returning from an out-of-school suspension, expulsion, or an alternative school setting. The goal of re-engagement shall be to support the student's ability to be successful in school following a period of exclusionary discipline and shall include the opportunity for students who have been suspended to complete or make up work for equivalent academic credit.

#### Required Notices [PRESSPlus2](#)

A school staff member shall immediately notify the office of the Building Principal in the event that he or she: (1) observes any person in possession of a firearm on or around school grounds; however, such action may be delayed if immediate notice would endanger students under his or her supervision, (2) observes or has reason to suspect that any person on school grounds is or was

involved in a drug-related incident, or (3) observes a battery committed against any staff member or is subject to a battery. ~~Upon receiving such a report, the Building Principal or designee shall immediately notify the local law enforcement agency, Ill. State Police (ISP), and any involved student's parent/guardian.~~ *School grounds* includes modes of transportation to school activities and any public way within 1000 feet of the school, as well as school property itself.

Upon receiving ~~such a report~~ of (1), above, the Building Principal or designee shall immediately notify ~~the local law enforcement.~~ In addition, upon receiving a report on any of the above (1)-(3), the Building Principal or designee shall notify the Superintendent or designee ~~agency, Ill. State Police (ISP),~~ and any involved student's parent/guardian.<sup>Q1</sup>

Upon receiving a report on any of the above (1)-(3), the Superintendent or designee shall immediately notify local law enforcement. The Superintendent or designee shall also report incidents involving battery against staff members to the Ill. State Board of Education through its web-based School Incident Reporting System as they occur during the year and no later than August 1 for the preceding school year. [PRESSPlus3](#)

### Delegation of Authority

Each teacher, and any other school personnel when students are under his or her charge, is authorized to impose any disciplinary measure, other than suspension, expulsion, corporal punishment, or in-school suspension, that is appropriate and in accordance with the policies and rules on student discipline. Teachers, other certificated [licensed] educational employees, and other persons providing a related service for or with respect to a student, may use reasonable force as needed to maintain safety for other students, school personnel, or other persons, or for the purpose of self-defense or defense of property. Teachers may temporarily remove students from a classroom for disruptive behavior.

The Director, Building Principal, Assistant Building Principal, or Dean of Students is authorized to impose the same disciplinary measures as teachers and may suspend students guilty of gross disobedience or misconduct from school (including all school functions) and from riding the school bus, up to 10 consecutive school days, provided the appropriate procedures are followed. The Board may suspend a student from riding the bus in excess of 10 school days for safety reasons.

### Student Handbook

The Director, with input from the parent-teacher advisory committee, shall prepare disciplinary rules implementing the District's disciplinary policies. These disciplinary rules shall be presented annually to the Board for its review and approval.

A student handbook, including the District disciplinary policies and rules, shall be distributed to the students' parents/guardians within 15 days of the beginning of the school year or a student's enrollment.

Incorporated

by Reference: 7:190-AP4, (Use of Isolated Time Out, Time Out, and Physical Restraint)

LEGAL REF.:

20 U.S.C. § ~~6087971~~, Pro-Children Act of ~~2004~~ 1994.

20 U.S.C. §7961 et seq., Gun Free Schools Act.

105 ILCS 5/10-20.5b, 5/10-20.14, 5/10-20.28, 5/10-20.36, 5/10-21.7, 5/10-21.10, 5/10-22.6, 5/10-

27.1A, 5/10-27.1B, 5/22-33, 5/24-24, 5/26-12, 5/27-23.7, and 5/31-3.

105 ILCS 110/3.10, Critical Health Problems and Comprehensive Health Education Act.

410 ILCS 130/, Compassionate Use of Medical Cannabis Pilot Program.

410 ILCS 647/, Powdered Caffeine Control and Education Act.

430 ILCS 66/, Firearm Concealed Carry Act.

23 Ill.Admin.Code §§ 1.280, 1.285.

CROSS REF.: 2:150 (Committees), 2:240 (Board Policy Development), 5:230 (Maintaining Student Discipline), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 7:70 (Attendance and Truancy), 7:130 (Student Rights and Responsibilities), 7:140 (Search and Seizure), 7:150 (Agency and Police Interviews), 7:160 (Student Appearance), 7:170 (Vandalism), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:200 (Suspension Procedures), 7:210 (Expulsion Procedures), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:270 (Administering Medicines to Students), 7:310 (Restrictions on Publications), 8:30 (Visitors to and Conduct on School Property)

---

### Questions and Answers:

\*\*\*Required Question 1. The building principal must notify the student's parent/guardian only when the alleged offense is firearm possession. 105 ILCS 5/27.1A(b). The policy expands this notification duty to include drug-related incidents and battery of a staff member.

Would the board like to expand the notification duty, or align it with 105 ILCS 5/27.1A(b)?

Expand the notification duty to include drug-related incidents and battery of a staff member.  
(Default)

Align notification duty to 105 ILCS 5/27.1A(b). (IASB will amend the second sentence as follows: "In addition, upon receiving a report on any of the above (1)-(3), the Building Principal or designee shall notify the Superintendent or designee and, if a student is reportedly in possession of a firearm, also any involved student's parent/guardian.")

---

### PRESSPlus Comments

PRESSPlus 1. Optional. Generative artificial intelligence (AI) is a broad label used to describe any AI system that generates, with varying levels of autonomy, content such as complex text, images, audio, or video. When not used for academic dishonesty purposes, generative AI tools may present innovative learning opportunities for students and teaching opportunities for educators. For further information, see the International Society for Technology in Education webpage on AI exploration for educators at: [www.iste.org/areas-of-focus/AI-in-education](http://www.iste.org/areas-of-focus/AI-in-education). **Issue 113, October 2023**

PRESSPlus 2. This subhead is updated to align with subsection **J. Required Notices** in sample administrative procedure 4:170-AP1, *Comprehensive Safety and Security Plan*. **Issue 113, October 2023**

PRESSPlus 3. Updated in response to 105 ILCS 5/10-27.1A(c), amended by P.A. 103-34, 5/10-27.1B(b), and 5/10-21.7, amended by P.A. 102-894. To satisfy the reporting requirement, ISBE created the School Incident Reporting System (SIRS), a web-based application on IWAS for schools to report incidents electronically. See subhead **J. Required Notices** of sample administrative procedure 4:170-AP1, *Comprehensive Safety and Security Plan*, available at PRESS Online by logging in at [www.iasb.com](http://www.iasb.com). Reporting on SIRS does not satisfy the requirement to report incidents to local law enforcement authorities. **Issue 113, October 2023**

## *Document Status: Draft Update*

### **7:270 Administering Medicines to Students**

Students should not take medication during school hours or during school-related activities unless it is necessary for a student's health and well-being. When a student's licensed health care provider and parent/guardian believe that it is necessary for the student to take a medication during school hours or school-related activities, the parent/guardian must request that the school dispense the medication to the child and otherwise follow the District's procedures on dispensing medication.

No District employee shall administer to any student, or supervise a student's self-administration of, any prescription or non-prescription medication until a completed and signed *School Medication Authorization Form (SMA Form)* is submitted by the student's parent/guardian. No student shall possess or consume any prescription or non-prescription medication on school grounds or at a school-related function other than as provided for in this policy and its implementing procedures.

Nothing in this policy shall prohibit any school employee from providing emergency assistance to students, including administering medication.

The Building Principal shall include this policy in the Student Handbook and shall provide a copy to the parents/guardians of students.

#### Self-Administration of Medication

A student may possess and self-administer an epinephrine injector, e.g., EpiPen®, and/or asthma medication prescribed for use at the student's discretion, provided the student's parent/guardian has completed and signed an *SMA Form*. The Superintendent or designee will ensure an Emergency Action Plan is developed for each self-administering student.

A student may self-administer medication required under a *qualifying plan*, provided the student's parent/guardian has completed and signed an *SMA Form*. A *qualifying plan* means: (1) an asthma action plan, (2) an Individual Health Care Action Plan, (3) an [allergy emergency action plan](#), [Food Allergy Emergency Action Plan and Treatment Authorization Form](#), [PRESSPlus1](#) (4) a plan pursuant to Section 504 of the federal Rehabilitation Act of 1973, or (5) a plan pursuant to the federal Individuals with Disabilities Education Act.

The District shall incur no liability, except for willful and wanton conduct, as a result of any injury arising from a student's self-administration of medication, including asthma medication or epinephrine injectors, or medication required under a *qualifying plan*. A student's parent/guardian must indemnify and hold harmless the District and its employees and agents, against any claims, except a claim based on willful and wanton conduct, arising out of a student's self-administration of an epinephrine injector, asthma medication, and/or a medication required under a *qualifying plan*.

#### District Supply of Undesignated Epinephrine Injectors

The Superintendent or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated epinephrine injectors in the name of the District and provide or administer them as necessary according to State law. *Undesignated epinephrine injector* means an epinephrine injector prescribed in the name of the District or one of its schools. A school nurse or trained personnel, as

defined in State law, may administer an undesignated epinephrine injector to a person when they, in good faith, believe a person is having an anaphylactic reaction. Each building administrator and/or his or her corresponding school nurse shall maintain the names of trained personnel who have received a statement of certification pursuant to State law.

#### District Supply of Undesignated Opioid Antagonists [PRESSPlus2](#)

The Superintendent or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated opioid antagonists and provide or administer them as necessary according to State law. *Opioid antagonist* means a drug that binds to opioid receptors and blocks or inhibits the effect of opioids acting on those receptors, including, but not limited to, naloxone hydrochloride or any other similarly acting drug approved by the U.S. Food and Drug Administration. *Undesignated opioid antagonist* is not defined by the School Code; for purposes of this policy it means an opioid antagonist prescribed in the name of the District or one of its schools or obtained by the District without a prescription. A school nurse or trained personnel, as defined in State law, may administer an undesignated opioid antagonist to a person when they, in good faith, believe a person is having an opioid overdose. Each building administrator and/or his or her corresponding school nurse shall maintain the names of trained personnel who have received a statement of certification pursuant to State law. See the website for the Ill. Dept. of Human Services for information about opioid prevention, abuse, public awareness, and a toll-free number to provide information and referral services for persons with questions concerning substance abuse treatment.

#### District Supply of Undesignated Oxygen Tanks [Q1](#)

In schools where the District maintains special educational facilities, the Superintendent or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated oxygen tanks in the name of the District and provide or administer them as necessary. The supply shall be maintained in accordance with manufacturer instructions and local fire department rules.

#### Administration of Medical Cannabis

The Compassionate Use of Medical Cannabis Program Act allows a *medical cannabis infused product* to be administered to a student by one or more of the following individuals:

1. A parent/guardian of a student who is a minor who registers with the Ill. Dept. of Public Health (IDPH) as a *designated caregiver* to administer medical cannabis to their child. A designated caregiver may also be another individual other than the student's parent/guardian. Any designated caregiver must be at least 21 years old and is allowed to administer a *medical cannabis infused product* to a child who is a student on the premises of his or her school or on his or her school bus if:
  - a. Both the student and the designated caregiver possess valid registry identification cards issued by IDPH;
  - b. Copies of the registry identification cards are provided to the District;
  - c. That student's parent/guardian completed, signed, and submitted a *School Medication Authorization Form - Medical Cannabis*; and
  - d. After administering the product to the student, the designated caregiver immediately removes it from school premises or the school bus.
2. A properly trained school nurse or administrator, who shall be allowed to administer the *medical cannabis infused product* to the student on the premises of the child's school, at a school-sponsored activity, or before/after normal school activities, including while the student is in

before-school or after-school care on school-operated property or while being transported on a school bus.

3. The student him or herself when the self-administration takes place under the direct supervision of a school nurse or administrator.

*Medical cannabis infused product* (product) includes oils, ointments, foods, and other products that contain usable cannabis but are not smoked or vaped. Smoking and/or vaping medical cannabis is prohibited.

The product may not be administered in a manner that, in the opinion of the District or school, would create a disruption to the educational environment or cause exposure of the product to other students. A school employee shall not be required to administer the product.

Discipline of a student for being administered a product by a designated caregiver, or by a school nurse or administrator, or who self-administers a product under the direct supervision of a school nurse or administrator pursuant to this policy is prohibited. The District may not deny a student attendance at a school solely because he or she requires administration of the product during school hours.

#### Void Policy

The **District Supply of Undesignated Epinephrine Injectors** section of the policy is void whenever the Superintendent or designee is, for whatever reason, unable to: (1) obtain for the District a prescription for undesignated epinephrine injectors from a physician or advanced practice nurse licensed to practice medicine in all its branches, or (2) fill the District's prescription for undesignated school epinephrine injectors.

The **District Supply of Undesignated Opioid Antagonists** section of the policy is void whenever the Superintendent or designee is unable to obtain a supply of opioid antagonists due to a shortage, in which case the District shall make reasonable efforts to maintain a supply.

The **District Supply of Undesignated Oxygen Tanks** section of the policy is void whenever the Superintendent or designee is, for whatever reason, unable to: (1) obtain for the District a prescription for oxygen tanks from a qualifying prescriber, [PRESSPlus3](#) or (2) fill the District's prescription for undesignated oxygen tanks.

The **Administration of Medical Cannabis** section of the policy is void and the District reserves the right not to implement it if the District or school is in danger of losing federal funding.

#### Administration of Undesignated Medication

Upon any administration of an undesignated medication permitted by State law, the Superintendent or designee(s) must ensure all notifications required by State law and administrative procedures occur.

#### Undesignated Medication Disclaimers

Upon implementation of this policy, the protections from liability and hold harmless provisions applicable under State law apply.

No one, including without limitation, parents/guardians of students, should rely on the District for the availability of undesignated medication. This policy does not guarantee the availability of undesignated medications. Students and their parents/guardians should consult their own physician regarding these medication(s).

## LEGAL REF.:

105 ILCS 5/10-20.14b, 5/10-22.21b, 5/22-30, and 5/22-33.

105 ILCS 145/, Care of Students with Diabetes Act.

410 ILCS 130/, Compassionate Use of Medical Cannabis Program Act.

720 ILCS 550/, Cannabis Control Act.

23 Ill.Admin.Code §1.540.

CROSS REF.: 7:285 (Anaphylaxis Prevention, Response, and Management Program)

---

## Questions and Answers:

\*\*\*Required Question 1. 105 ILCS 5/22-30(f), amended by P.A. 103-196, eff. 1-1-24, permits a district maintaining special educational facilities to maintain a supply of undesignated oxygen tanks in a secure location that is accessible before, during, and after school where a person with developmental disabilities is most at risk, including, but not limited to classrooms and lunchrooms. *Special educational facility* is not specifically defined in 105 ILCS 5/14-4.01; consult the board attorney for advice regarding this term and if it is limited to separate buildings, self-contained classrooms, and/or programs attended solely by students with disabilities. For example, this option may not be available if a district utilizes a special education cooperative for all of its special education programming. There is a reference to *special education facilities* in 105 ILCS 5/14-12.01, which may provide some guidance; it addresses reimbursement for the construction and maintenance of "special education facilities designed and utilized to house instructional program, diagnostic services" and "other special education services for children with disabilities." 105 ILCS 22-30(f), amended by P.A. 103-196, eff. 1-1-24, does not specify who can administer undesignated oxygen, nor does it specify any training requirements for its use in schools. To minimize potential liability and ensure proper administration, a best practice is to restrict who can administer undesignated oxygen to school nurses and other school personnel who have received appropriate training on the emergency use and storage of oxygen. See sample administrative procedure 7:270-AP2, *Checklist for District Supply of Undesignated Medication(s)*, available at PRESS Online by logging in at [www.iasb.com](http://www.iasb.com).

Consult the board attorney about the consequences of informing the community that the district will obtain a prescription for a supply of undesignated oxygen tanks and implement a plan for their use, and then not doing it, as doing so may be fraught with legal liabilities. Also fraught with legal liabilities is if the district provides them, but does not have them accessible before, during, and after school where a person with development disabilities is most at risk as required by 105 ILCS 5/22-30(f), amended by P.A. 103-196, eff. 1-1-24. See *In re Estate of Stewart*, 406 Ill.Dec. 345 (2nd Dist. 2016) (denying tort immunity to district, finding its response to a student's asthma attack was *willful* and *wanton* (which district disputed as a possible heart attack)); *In re Estate of Stewart*, 412 Ill.Dec. 914 (Ill. 2017)(school district's appeal denied).

Does the district maintain special educational facilities for children with disabilities under 105 ILCS 5/14-4.01?

☞ No. (IASB will delete the subhead regarding School District Supply of Undesignated Oxygen Tanks.)

Yes. If yes, does the board want the district to maintain a supply of undesignated oxygen tanks in the name of the District and provide or administer them as necessary? Type "yes" or "no." If no, IASB will delete the subhead regarding School District Supply of Undesignated Oxygen Tanks.):

---

## **PRESSPlus Comments**

PRESSPlus 1. Updated in response to 105 ILCS 5/10-22.21b and 105 ILCS 5/22-30, amended by P.A. 103-175, replacing the retired *Illinois Food Allergy Emergency Action Plan and Treatment Authorization Form* with allergy emergency action plan in the School Code provisions regarding administration of medication to students. **Issue 113, October 2023**

PRESSPlus 2. Required by 105 ILCS 5/22-30(f), amended by P.A. 103-348, eff. 1-1-24. In the case of a shortage of opioid antagonists, a district must make reasonable efforts to maintain a supply. At least one opioid antagonist, a naloxone nasal spray, has been approved by the U.S. Federal Food and Drug Administration for over-the-counter, nonprescription use. A district must obtain a prescription for a supply of opioid antagonists from a *health care professional* with prescriptive authority under the Substance Use Disorder Act, 20 ILCS 301/5-23, unless it is able to secure a supply without a prescription. *Health care professional* means a physician licensed to practice medicine in all its branches, a licensed physician assistant with prescriptive authority, a licensed advanced practice registered nurse with prescriptive authority, or an advanced practice registered nurse who practices in a hospital or ambulatory surgical treatment center and possesses appropriate clinical privileges in accordance with the Nurse Practice Act, 20 ILCS 301/5-23(d)(4). **Issue 113, October 2023**

PRESSPlus 3. 105 ILCS 22-30(f), amended by P.A. 103-196, eff. 1-1-24, provides that a physician, a physician assistant who has prescriptive authority under the Physician Assistant Practice Act of 1987 (225 ILCS 95/7.5), or an advanced practice registered nurse who has prescriptive authority under the Nurse Practice Act (225 ILCS 65-40) may prescribe undesignated oxygen tanks in the name of the district to be maintained for use when necessary. **Issue 113, October 2023**

OK

## Document Status: Draft Update

### 7:285 Anaphylaxis Prevention, Response, and Management Program

School attendance may increase a student's risk of exposure to allergens that could trigger anaphylaxis. Students at risk for anaphylaxis benefit from a Board policy that coordinates a planned response in the event of an anaphylactic emergency. Anaphylaxis is a severe systemic allergic reaction from exposure to allergens that is rapid in onset and can cause death. Common allergens include animal dander, fish, latex, milk, shellfish, tree nuts, eggs, insect venom, medications, peanuts, soy, and wheat. A severe allergic reaction usually occurs quickly; death has been reported to occur within minutes. An anaphylactic reaction can also occur up to one to two hours after exposure to the allergen.

While it is not possible for the District to completely eliminate the risks of an anaphylactic emergency when a student is at school, an Anaphylaxis Prevention, Response, and Management Program using a cooperative effort among students' families, staff members, students, health care providers, emergency medical services, and the community helps the District reduce these risks and provide accommodations and proper treatment for anaphylactic reactions.

The Superintendent or designee shall develop and implement an Anaphylaxis Prevention, Response, and Management Program for the prevention and treatment of anaphylaxis that:

1. Fully implements the Ill. State Board of Education (ISBE)'s model policy required by the School Code that: (a) relates to the care and response to a person having an anaphylaxis reaction, (b) addresses the use of epinephrine in a school setting, (c) provides a full food allergy and prevention of allergen exposure plan, and (d) aligns with 105 ILCS 5/22-30 and 23 Ill.Admin.Code §1.540.
2. Ensures staff members receive appropriate training, including: (a) an in-service training program for staff who work with students that is conducted by a person with expertise in anaphylactic reactions and management, and (b) training required by law for those staff members acting as *trained personnel*, as provided in 105 ILCS 5/22-30 and 23 Ill.Admin.Code §1.540.
3. Implements and maintains a supply of undesignated epinephrine in the name of the District, in accordance with policy 7:270, *Administering Medicines to Students*.
4. Follows and references the applicable best practices specific to the District's needs in the Centers for Disease Control and Prevention's *Voluntary Guidelines for Managing Food Allergies in Schools and Early Care and Education Programs* and the *National Association of School Nurses Allergies and Anaphylaxis Resources/Checklists*.
5. Provides annual notice to the parents/guardians of all students to make them aware of this policy.
6. Complies with State and federal law and is in alignment with Board policies.

#### Monitoring

Pursuant to State law and policy 2:240, *Board Policy Development*, the Board reviews and makes any necessary updates to this policy at least once every three years. The Superintendent or designee shall assist the Board with its review and any necessary updates.

LEGAL REF.:

105 ILCS 5/2-3.190, 5/10-22.39(e), and 5/22-30. [PRESSPlus1](#)

23 Ill.Admin.Code §1.540.

*Anaphylaxis Response Policy for Illinois Schools*, published by ISBE.

CROSS REF.: 4:110 (Transportation), 4:120 (Food Services), 4:170 (Safety), 5:100 (Professional Learning Program), 6:120 (Education of Children with Disabilities), 6:240 (Field Trips), 7:180 (Prevention of and Response to Bullying, Intimidation and Harassment), 7:250 (Student Support Services), 7:270 (Administering Medicines to Students), 8:100 (Relations with Other Organizations and Agencies)

---

**PRESSPlus Comments**

PRESSPlus 1. The Legal References are updated in response to 105 ILCS 5/10-22.39, amended by P.A. 103-542, eff. 1-1-24 and operative 7-1-24, streamlining training requirements for staff members who work with students. **Issue 113, October 2023**

## Document Status: Draft Update

### 7:290 Suicide and Depression Awareness and Prevention

Youth suicide impacts the safety of the school environment. It also affects the school community, diminishing the ability of surviving students to learn and the school's ability to educate. Suicide and depression awareness and prevention are important Board goals.

#### Suicide and Depression Awareness and Prevention Program

The Superintendent or designee shall develop, implement, and maintain a suicide and depression awareness and prevention program (Program) that advances the Board's goals of increasing awareness and prevention of depression and suicide. This program must be consistent with the requirements of *Ann Marie's Law* listed below; each listed requirement, 1-6, corresponds with the list of required policy components in the School Code Section 5/2-3.166(c)(2)-(7). The Program shall include:

1. Protocols for administering youth suicide awareness and prevention education to students and staff.
  - a. For students, implementation will incorporate 105 ILCS 5/2-3.139 and 105 ILCS 5/27-7 (requiring education for students to develop a sound mind and a healthy body).
  - b. For staff, implementation will incorporate Board policy 5:100, *Staff Development Program*, and teacher's institutes under 105 ILCS 5/3-14.8 (requiring coverage of the warning signs of suicidal behavior).
2. Procedures for methods of suicide prevention with the goal of early identification and referral of students possibly at risk of suicide. Implementation will incorporate:
  - a. The training required by 105 ILCS 5/10-22.39 for ~~licensed school personnel and administrators~~ all District staff <sup>PRESSPlus1</sup> who work with students to identify the warning signs of suicidal behavior in youth along with appropriate intervention and referral techniques, including methods of prevention, procedures for early identification, and referral of students at risk of suicide; and
  - b. Ill. State Board of Education (ISBE)-recommended guidelines and educational materials for staff training and professional development, along with ISBE-recommended resources for students containing age-appropriate educational materials on youth suicide and awareness, if available pursuant to *Ann Marie's Law* on ISBE's website.
3. Methods of intervention, including procedures that address an emotional or mental health safety plan for use during the school day and at school-sponsored events for a student identified as being at increased risk of suicide including those students who: (A) suffer from a mental health disorder; (B) suffer from a substance abuse disorder; (C) engage in self-harm or have previously attempted suicide; (D) reside in an out-of-home placement; (E) are experiencing homelessness; (F) are lesbian, gay, bisexual, transgender, or questioning (LGBTQ); (G) are bereaved by suicide; or (H) have a medical condition or certain types of disabilities. Implementation will incorporate paragraph number 2, above, along with Board policies:
  - a. 6:65, *Student Social and Emotional Development*, implementing the goals and benchmarks of the Ill. Learning Standards and 405 ILCS 49/15(b) (requiring student social

- and emotional development in the District's educational program);
- b. 6:120, *Education of Children with Disabilities*, implementing special education requirements for the District;
  - c. 6:140, *Education of Homeless Children*, implementing provision of District services to students who are homeless;
  - d. 6:270, *Guidance and Counseling Program*, implementing guidance and counseling program(s) for students, and 105 ILCS 5/10-22.24a and 22.24b, which allow a qualified guidance specialist or any licensed staff member to provide school counseling services;
  - e. 7:10, *Equal Educational Opportunities*, and its implementing administrative procedure and exhibit, implementing supports for equal educational opportunities for students who are LGBTQ;
  - f. 7:50, *School Admissions and Student Transfers To and From Non-District Schools*, implementing State law requirements related to students who are in foster care;
  - g. 7:250, *Student Support Services*, implementing the Children's Mental Health Act, 405 ILCS 49/ (requiring protocols for responding to students with social, emotional, or mental health issues that impact learning ability); and
  - h. State and/or federal resources that address emotional or mental health safety plans for students who are possibly at an increased risk for suicide, if available on the ISBE's website pursuant to *Ann Marie's Law*.
4. Methods of responding to a student or staff suicide or suicide attempt. Implementation of this requirement shall incorporate building-level Student Support Committee(s) established through Board policy 7:250, *Student Support Services*.
  5. Reporting procedures. Implementation of this requirement shall incorporate Board policy 6:270, *Guidance and Counseling Program*, and Board policy 7:250, *Student Support Services*, in addition to other State and/or federal resources that address reporting procedures.
  6. A process to incorporate ISBE-recommended resources on youth suicide awareness and prevention programs, including current contact information for such programs in the District's Suicide and Depression Awareness and Prevention Program.

#### Illinois Suicide Prevention Strategic Planning Committee

The Superintendent or designee shall attempt to develop a relationship between the District and the Illinois Suicide Prevention Strategic Planning Committee, the Illinois Suicide Prevention Coalition Alliance, and/or a community mental health agency. The purpose of the relationship is to discuss how to incorporate the goals and objectives of the Illinois Suicide Prevention Strategic Plan into the District's Suicide Prevention and Depression Awareness Program.

#### Monitoring

The Board will review and update this policy pursuant to *Ann Marie's Law* and Board policy 2:240, *Board Policy Development*.

#### Information to Staff, Parents/Guardians, and Students

The Superintendent shall inform each school district employee about this policy and ensure its posting on the District's website. The Superintendent or designee shall provide a copy of this policy to the parent or legal guardian of each student enrolled in the District. Student identification (ID) cards, the District's website, and student handbooks and planners will contain the support information as required by State law.

## Implementation

This policy shall be implemented in a manner consistent with State and federal laws, including the Student Confidential Reporting Act, 5 ILCS 860/, Children's Mental Health Act, 405 ILCS 49/, Mental Health and Developmental Disabilities Confidentiality Act, 740 ILCS 110/, and the Individuals with Disabilities Education Act, 42 U.S.C. §12101 et seq.

The District, Board, and its staff are protected from liability by the Local Governmental and Governmental Employees Tort Immunity Act. Services provided pursuant to this policy: (1) do not replace the care of a physician licensed to practice medicine in all of its branches or a licensed medical practitioner or professional trained in suicide prevention, assessments and counseling services, (2) are strictly limited to the available resources within the District, (3) do not extend beyond the school day and/or school-sponsored events, and (4) cannot guarantee or ensure the safety of a student or the student body.

### LEGAL REF.:

42 U.S.C. § 1201 et seq., Individuals with Disabilities Education Act.

105 ILCS 5/2-3.166, 105 ILCS 5/2-3.139, 5/3-14.8, 5/10-20.76, 5/10-20.81, 5/10-22.24a, 5/10-22.24b, 5/10-22.39, 5/14-1.01 et seq., 5/14-7.02, and 5/14-7.02b, 5/27-7.

5 ILCS 860/, Student Confidential Reporting Act.

405 ILCS 49/, Children's Mental Health Act.

740 ILCS 110/, Mental Health and Developmental Disabilities Confidentiality Act.

745 ILCS 10/, Local Governmental and Governmental Tort Immunity Act.

CROSS REF.: 2:240 (Board Policy Development), 5:100 (Staff Development Program), 6:65 (Student Social and Emotional Development), 6:120 (Education of Children with Disabilities), 6:270 (Guidance and Counseling Program), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:250 (Student Support Services)

---

## **PRESSPlus Comments**

PRESSPlus 1. Updated in response to 105 ILCS 5/10-22.39, amended by P.A. 103-542, eff. 1-1-24 and operative 7-1-24, requiring teachers, administrators, and school support personnel who work with students to be trained on identifying warning signs of mental illness, trauma, and suicidal behavior in youth. Such training must include, but is not limited to, appropriate intervention and referral techniques, including resources and guidelines as outlined in 105 ILCS 5/3.166. 105 ILCS 5/10-22.39, amended by P.A. 103-542, eff. 1-1-24 and operative 7-1-24, uses the phrase *teachers, administrators, and school support personnel*, but for brevity this material uses the phrase *all District staff*. **Issue 113, October 2023**



## *Document Status: Draft Update*

### **8:30 Visitors to and Conduct on School Property**

The following definitions apply to this policy:

**School property** - District and school buildings, grounds, and parking areas; vehicles used for school purposes; and any location used for a Board meeting, school athletic event, or other school-sponsored or school-sanctioned events or activities.

**Visitor** - Any person other than an enrolled student or District employee.

All visitors to school property are required to report to the Building Principal's office and receive permission to remain on school property. All visitors must sign a visitors' log, show identification, and wear a visitor's badge. When leaving the school, visitors must return their badge. On those occasions when large groups of parents/guardians, friends, and/or community members are invited onto school property or when community members are attending Board meetings, visitors are not required to sign in but must follow school officials' instructions. Persons on school property without permission will be directed to leave and may be subject to criminal prosecution.

Except as provided in the next paragraph, any person wishing to confer with a staff member should contact that staff member to make an appointment. Conferences with teachers are held, to the extent possible, outside school hours or during the teacher's conference/preparation period.

Requests to access a school building, facility, and/or educational program, or to interview personnel or a student for purposes of assessing the student's special education needs, should be made at the appropriate building. Access shall be facilitated according to guidelines from the Superintendent or designee.

#### Visitors in Buildings

NTDSE believes that parents are our educational partners and encourages parents to maintain an active role in their child's education. To this end, NTDSE encourages parents to visit their child's classroom and to maintain regular communication with teachers, therapists and administrators regarding their child's educational progress. In addition to parents, NTDSE welcomes visits from professionals working with our students. We believe that collaboration between professionals allows for maximum student growth.

All classroom visits must be pre-arranged at least 72 hours in advance and must be supervised by an administrator or other staff member.

The District expects mutual respect, civility, and orderly conduct among all people on school property or at a school event. No person on school property or at a school event (including visitors, students, and employees) shall perform any of the following acts:

1. Strike, injure, threaten, harass, or intimidate a staff member, Board member, sports official or coach, or any other person;
2. Behave in an unsportsmanlike manner, or use vulgar or obscene language;
3. Unless specifically permitted by State law, possess a weapon, any object that can reasonably

be considered a weapon or looks like a weapon, or any dangerous device.

4. Damage or threaten to damage another's property;
5. Damage or deface school property;
6. Violate any Illinois law, or town or county ordinance;
7. Smoke or otherwise use tobacco products;
8. Distribute, consume, use, possess, or be impaired by or under the influence of an alcoholic beverage, cannabis, other lawful product, or illegal drug.
9. Be present when the person's alcoholic beverage, cannabis, other lawful product, or illegal drug consumption is detectible, regardless of when and/or where the use occurred.
10. Use or possess medical cannabis, unless he or she has complied with policy 7:270, *Administering Medicines to Students*, implementing *Ashley's Law*
11. Impede, delay, disrupt, or otherwise interfere with any school activity or function (including using cellular phones in a disruptive manner);
12. Enter upon any portion of school premises at any time for purposes other than those that are lawful and authorized by the Board;
13. Operate a motor vehicle: (a) in a risky manner, (b) in excess of 20 miles per hour, or (c) in violation of an authorized District employee's directive;
14. Engage in any risky behavior, including roller-blading, roller-skating, or skateboarding;
15. Violate other District policies or regulations, or a directive from an authorized security officer or District employee; or
16. Engage in any conduct that interferes with, disrupts, or adversely affects the District or a School function.

#### Convicted Child Sex Offender

State law prohibits a child sex offender from being present on school property or loitering within 500 feet of school property when persons under the age of 18 are present, unless the offender is:

1. A parent/guardian of a student attending the school and has notified the Building Principal of his or her presence at the school for the purpose of: (i) attending a conference at the school with school personnel to discuss the progress of his or her child academically or socially, (ii) participating in child review conferences in which evaluation and placement decisions may be made with respect to his or her child regarding special education services, or (iii) attending conferences to discuss other student issues concerning his or her child such as retention and promotion; or
2. Has permission to be present from the Board, Superintendent, or Superintendent's designee. If permission is granted, the Superintendent or Board President shall provide the details of the offender's upcoming visit to the Building Principal.

In all cases, the Superintendent, or designee who is a certified employee, shall supervise a child sex offender whenever the offender is in a child's vicinity.

#### Exclusive Bargaining Representative Agent

**Please refer to the applicable collective bargaining agreement:**

**For employees whose collective bargaining agreement does not address this subject:**

Upon notifying the Building Principal's office, authorized agents of an exclusive bargaining representative will be provided reasonable access to employees in the bargaining unit they represent

in accordance with State law. Such access shall be conducted in a manner that will not impede the normal operations of the District.

### Enforcement

Any staff member may request identification from any person on school property; refusal to provide such information is a criminal act. The Building Principal or designee shall seek the immediate removal of any person who refuses to provide requested identification.

Any person who engages in conduct prohibited by this policy may be ejected from or denied admission to school property in accordance with State law. PRESSPlus1 The person is also may be subject to being denied admission to school athletic or extracurricular events or meetings for up to one calendar year in accordance with the procedures below.

### Procedures to Deny Future Admission to Athletic or Extracurricular School Events or Meetings PRESSPlus2

Before any person may be denied admission to athletic or extracurricular school events or meetings as provided in this policy, the person has a right to a hearing before the Board. The Superintendent may refuse the person admission pending such hearing. The Superintendent or designee must provide the person with a hearing notice, delivered or sent by certified mail with return receipt requested, at least 10 days before the Board hearing date. The hearing notice must contain:

1. The date, time, and place of the Board hearing;
2. A description of the prohibited conduct;
3. The proposed time period that admission to school events will be denied; and
4. Instructions on how to waive a hearing.

### LEGAL REF.:

Nuding v. Cerro Gordo Community Unit School Dist., 313 Ill. App.3d 344 (4th Dist. 2000).

20 U.S.C. § 797184 et seq., Pro-Children Act of 2001 ~~1994~~.

105 ILCS 5/10-20.5, 10-20.5b, 5/10-22.10, 5/22-33, 5/24-25, and 5/27-23.7(a).

115 ILCS 5/3(c), Ill. Educational Labor Relations Act.

410 ILCS 130/, Compassionate Use of Medical Cannabis Program Act.

~~430 ILCS 66/, Firearm Concealed Carry Act.~~

410 ILCS 705/, Cannabis Tax and Regulation Act.

430 ILCS 66/, Firearm Concealed Carry Act.

720 ILCS 5/11-9.3, 5/21-1, 5/21-1.2, 5/21-3, 5/21-5, 5/21-5.5, 5/21-9, and 5/21-11.

CROSS REF.: 2:200 (Types of Governing Board Meetings), 2:230 (Public Participation at Governing Board Meetings and Petitions to the Board), 4:170 (Safety), 5:50 (Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition), 6:120 (Education of Children with Disabilities), 6:250 (Community Resource Persons and Volunteers), 7:190 (Student Behavior), 7:270 (Administering Medicines to Students), 8:20 (Community Use of School Facilities)

## PRESSPlus Comments

PRESSPlus 1. Updated in response to PRESS Advisory Board member feedback requesting clarification on the authority of boards to enforce conduct rules under 105 ILCS 5/10-20.5 and under various criminal trespass statutes. Applicable criminal trespass laws include: 720 ILCS 5/21-1 (criminal damage to property); 5/21-1.2 (institutional vandalism); 5/21-3 (criminal trespass to real property); 5/21-5 (criminal trespass to State supported land); 5/21-5.5 (criminal trespass to a safe school zone); 5/21-9 (criminal trespass to a place of public amusement); 5/21-11 (distributing or delivering written or printed solicitation on school property). **Issue 113, October 2023**

PRESSPlus 2. Updated in response to PRESS Advisory Board member feedback requesting clarification that the scope of subhead **Procedures to Deny Future Admission to Athletic or Extracurricular School Events or Meetings** is limited, as specified in the new subhead title, to topics set forth in 105 ILCS 5/24-24.

If a violator is a student, the hearing should be held in a closed meeting. 5 ILCS 120/2(c)(9). Otherwise, a hearing regarding denial of admission to *school events or property* pursuant to 105 ILCS 5/24-24 may take place in an open meeting or in a closed meeting so long as the board prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4.5), added by P.A. 103-311. Note: while 5 ILCS 120/2(c)(4.5), added by P.A. 103-311, refers to *school events or property*, 105 ILCS 5/24-24 only authorizes boards to deny admission to athletic and extracurricular *events*. The term *events* is arguably broader than *property* as school events may take place offsite; consult the board attorney for guidance.

Some boards prefer an open meeting hearing to make it publicly known what alleged conduct could result in someone being denied admission to athletic or extracurricular events, while others prefer a closed meeting hearing so as not to provide a public platform to someone alleged to have engaged in prohibited conduct. Consult the board attorney to determine the best approach for the district and to ensure alignment with local practices and conditions.

Consult the board attorney if the district would like to deny an individual admission to board meetings. **Issue 113, October 2023**

**NILES TOWNSHIP DISTRICT FOR SPECIAL EDUCATION**  
**LOG OF CLOSED SESSION RECORDINGS**

Destroy Audio Recordings of the following Governing Board Closed Session Meetings
4/14/2022
3/10/2022
9/9/2021

**NILES TOWNSHIP DISTRICT FOR SPECIAL EDUCATION  
LOG OF CLOSED SESSION MINUTES**

<b><i>Date of Minutes</i></b>	<b><i>Topic</i></b>	<b><i>Recommendation of Exec Director/Gov. Board Secretary</i></b>
April 14, 2022	Personnel	Remain Closed
March 10, 2022	Personnel	Remain Closed
September 9, 2021	Personnel	Remain Closed



**NTDSE**  
Empowering All To Achieve

**Niles Township District for Special Education #807**  
Cook County Districts 67, 68, 69, 70, 71, 72, 73, 73.5, 74

8.C

1-3-2024

TO: Tarin Kendrick  
FROM: Kathy Gavin  
RE: Architectural Services

NTDSE issued a Request for Qualifications for Architectural Services on November 9, 2023. Responses were due by November 27th and interviews were held on December 13th. NTDSE received 2 RFQ packets and the interview team determined both firms to be viable candidates. After viewing presentations, interviewing the firms, and checking references, the Committee selected ARCON as a recommendation for the Governing Board to consider for the following sequence of work.

NTDSE's Architect of Record would be ARCON. ARCON will initially focus on projects slotted for this summer. This construction will include bathrooms in the south area of the building (built in 1999) that were not touched during the recent renovation. The basketball court will also be resurfaced and the south roof membrane needs to be restored.

After those steps are completed, ARCON will work with NTDSE to create a long-range facility plan. This plan will provide a strong footprint for NTDSE to follow as the District moves through the next 5 to 10 years.

A B-101 master agreement document was submitted to our legal counsel for review and comments. A copy of the Master Agreement including the fee schedule is attached.

ARCON's professional references were very good. ARCON is viewed as a dedicated partner who truly listens and works hard to develop designs and solutions to best utilize educational space. ARCON's area of focus is K-12 educational design and construction. The firm has a solid reputation for quality work and longevity with its clients.

I recommend ARCON to be NTDSE's Architect of Record.

# AIA<sup>®</sup> Document B101<sup>®</sup> – 2017

## ***Standard Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the Second day of January in the year Two Thousand Twenty Four.

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Niles Township District for Special Education #807  
8701 Menard Avenue  
Morton Grove, Illinois 60053

and the Architect:  
*(Name, legal status, address and other information)*

ARCON Associates, Inc.  
2050 S. Finley Road  
Suite 40  
Lombard, Illinois 60148

for the following Project:  
*(Name, location and detailed description)*

This Agreement is a Master Agreement and shall be the agreement for all projects authorized by the Owner. Specific projects under this Master Agreement shall be authorized in writing by the Owner by execution of a project authorization (hereinafter "Project Authorization"), which Project Authorization shall be attached hereto as Exhibit A and made a part of this Master Agreement for each Project authorized. As additional projects are authorized pursuant to this Master Agreement, such projects shall be authorized by subsequent Project Authorizations, each of which shall be attached to this Master Agreement as Exhibit A for the Project authorized.

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the initial information set forth in this Section 1.1 and in Exhibit A, the Project Authorization for the specific Project authorized pursuant to this Master Agreement attached hereto and incorporated herein for the Project authorized by Owner under this Master Agreement.

Exhibit A, the Project Authorization, contains all Project specific requirements, such as Scope of Services, Project schedule, Project budget, site observation requirements, compensation and other Project specific terms which may supplement, supersede or modify the Master Agreement. To the extent of any inconsistency, conflict or discrepancy between the Master Agreement and the Project Authorization, Exhibit A, the Project Authorization shall control. Project as used herein shall mean the Project authorized by the Project Authorization, Exhibit A.

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

See Exhibit A, the Project Authorization for the Project

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

See Exhibit A, the Project Authorization for the Project

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

See Exhibit A, the Project Authorization for the Project.

**1.1.4** The Owner's anticipated design and construction milestone dates:

**.1** Design phase milestone dates, if any:

See Exhibit A, the Project Authorization for the Project.

**.2** Construction commencement date:

See Exhibit A, the Project Authorization for the Project .

**.3** Substantial Completion date or dates:

See Exhibit A, the Project Authorization for the Project

**.4** Other milestone dates:

See Exhibit A, the Project Authorization for the Project.

*(Paragraphs deleted)*

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

See Exhibit A, the Project Authorization for the Project.

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

See Exhibit A, the Project Authorization for the Project.

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall define the terms, conditions and services related to the Owner's Sustainable Objective in the Project Authorization, Exhibit A, to this Agreement.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

See Exhibit A, the Project Authorization for the Project.

**1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

None.

*(Paragraphs deleted)*

**§ 1.1.9** The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

**.1** Geotechnical Engineer:

Init.

/

See Project Authorization, Exhibit A, for the Project.

**.2 Civil Engineer:**

See Project Authorization, Exhibit A, for the Project.

**.3 Other, if any:**

*(List any other consultants and contractors retained by the Owner.)*

See Project Authorization, Exhibit A, for the Project.

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Gaspare P. Pitrello  
ARCON Associates, Inc.  
2050 S. Finley Road  
Suite 40  
Lombard, Illinois 60148

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1 Structural Engineer:**

See Project Authorization, Exhibit A, for the Project.

**.2 Mechanical Engineer:**

See Project Authorization, Exhibit A, for the Project.

**.3 Electrical Engineer:**

See Project Authorization, Exhibit A, for the Project.

**§ 1.1.11.2** Consultants retained under Supplemental Services:

See Project Authorization, Exhibit A, for the Project.

**§ 1.1.12** Other Initial Information on which the Agreement is based:

See Project Authorization, Exhibit A, for the Project.

**§ 1.2** The Owner and Architect may rely on the initial information In Exhibit A, the Project Authorization, for the Project. Both parties, however, recognize that the initial information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data or a BIM/CAD Release Agreement.

Init.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement as may be amended by Exhibit A, the Project Authorization. . The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. The scope of Basic Services to be provided by the Architect includes those services and other deliverables as specified in Exhibit A, the Project Authorization for the Project which is incorporated into this Agreement and made a part hereof. To the extent the Project Authorization conflicts as to the scope of professional services with this Agreement, this Project Authorization, Exhibit A controls.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects performing similar services for educational institutions with facilities of like size and kind in the same or similar locale. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of the Project unless otherwise set forth in Exhibit A, the Project Authorization. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ( \$ 1,000,000 ) for each occurrence and Two Million Dollars ( \$ 2,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles non-owned, hired and rented vehicles used, by the Architect with policy limits of not less than One Million Dollars ( \$ 1,000,000 ) combined single limit for bodily injury, death of any person, and property damage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers’ Compensation at statutory limits.

§ 2.5.5 Employers’ Liability with policy limits not less than Five Hundred Thousand Dollars ( \$ 500,000 ) each accident, Five Hundred Thousand Dollars ( \$ 500,000 ) each employee, and Five Hundred Thousand Dollars ( \$ 500,000 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ( \$ 2,000,000 ) per claim and Two Million Dollars ( \$ 2,000,000 ) in the aggregate.

Init.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's non-professional negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 as may be amended in the Project Authorization, Exhibit A, and may, if so provided in Exhibit A, include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Exhibit A, the Project Authorization are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As part of Exhibit A, the Project Authorization, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for reasonable periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. The Owner shall render decisions in a timely manner so as to cause no delay to the approved schedule. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive, design change, or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable written publicly available design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall prepare the paperwork required to apply for the approval of governmental authorities having jurisdiction over the design of the Project if necessary, and shall present such documentation to the Owner for review, approval and execution, if necessary. The Architect shall present the Project at meetings or hearings to facilitate those approvals and the issuance of the building permit required to commence construction.

**§ 3.1.7** If the Owner indicates its interest in utilizing an independent construction manager advisor, or have the Architect provide these services with respect to the Project, the Architect shall confer with the Owner to determine any adjustments, amendments, or modifications needed to this Agreement based on the scope of services to be furnished by the construction manager advisor, and this Agreement shall be modified or amended to provide for such services.

### **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the design of the Project.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation for major systems only, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, meet with the Owner to review Schematic Design Documents and request the Owner's approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, meet with the Owner to review the Design Documents, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Construction Documents shall include all Drawings and Specifications required to obtain the building permit and approvals of the governmental authority or authorities having jurisdiction over the design of the Project. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the written publicly available design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals and the responsibility of bidders or proposers; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 providing statutory notice for bid to the Owner and facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** The Architect shall submit to Owner to provide to its attorneys for review and approval all template front end specifications including agreements and template general conditions for review and approval at the commencement of the first Project under this Agreement. Thereafter only non-standard front end specifications and general conditions will require Owner approval before issuance.

**§ 3.5.2.4** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as a Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**§ 3.5.2.5** The Architect shall review and evaluate each bid, and shall recommend to the Owner the lowest responsive and responsible bidder. If requested by the Owner, the Architect shall notify all prospective bidders of the bid results. If the Architect recommends that the Owner disqualify or reject a bidder, the Architect shall provide a written recommendation to the Owner setting forth with specificity the basis of the proposed disqualification or rejection and providing evidence necessary to establish that the subject bidder is not responsive. The Owner, upon the advice of the Architect, will make any and all determinations as to the responsiveness of bidders.

**§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

**§ 3.6.1.1** Provided the AIA A201-2017 General Conditions are consistent with this Agreement, the Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction, as amended by the Owner or the Owner's attorney and included in the Project Manual. In the event the AIA A201-2017 General conditions as amended are inconsistent with this Agreement, those modifications and inconsistencies shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for job safety, including, but not limited to, safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. During the Project, the Architect shall promptly report in writing to the Owner any known defects or deficiencies in the Project or the Work of the Contractor or any of its Subcontractors, or their agents or employees. Construction Documents furnished by the Architect that are found to contain any error or omission shall be promptly corrected by the Architect at no cost to the Owner. These provisions shall not limit the Owner's remedies under this Agreement.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment or sixty (60) days after Substantial Completion, whichever occurs first.

**§ 3.6.1.4** The Architect shall, as appropriate for the state of construction, attend and conduct periodic progress meetings which shall include the Owner, the Architect, and the Contractor. Unless otherwise stated in the Project Authorization, the Architect shall record the meetings in written meeting minutes, which shall be distributed for review. Comments on the published meeting minutes shall be discussed as part of the following progress meeting. Each progress meeting shall cover, at a minimum, progress, new and old business, and quality.

## **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect, shall visit the site at intervals as set forth in Exhibit A, the Project Authorization, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall perform site observations only with competent personnel. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect shall, at no additional cost to the Owner, provide Project representation beyond Basic Services when required due to the Architect's failure to exercise the standard of care applicable to Architect's services.

**§ 3.6.2.2** The Architect has the authority to and responsibility to recommend to the Owner to reject Work that does not conform to the Contract Documents and it is the Owner's sole duty to reject Work. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

## **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect administratively shall obtain Contractor's mechanic lien waivers and Contractor's sworn statements listing subcontractors and materialman before issuing a Certificate for Payment, and if such waivers or sworn statements cannot be obtained, then Architect's Certificate, if provided at all, shall be conditional upon the receipt of such waivers and sworn statements. The Owner shall require the Contractor to provide lien waivers from all subcontractors and material suppliers upon payment. The Architect shall not be responsible for determining the validity or legality of any lien waiver supplied by the Contractor.

**§3.6.3.1.1** The Contract Documents shall provide that the Contractor submit a schedule of values prior to commencing its Work. The schedule of values, among other things, shall be used by the Architect as a basis for evaluating the Applications for Payment.

§3.6.3.1.2 The Architect shall determine whether Contractor's contractual prerequisites to payment have been satisfied for each Application for Payment which are: submission of schedule of values and submission of the Contractor's lien waiver.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review and approve the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals unless the Architect knows that such submittals are inadequate or inaccurate.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

*(Paragraph deleted)*

§ 3.6.5.1.1 The Architect shall review requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation. If necessary, the Architect shall prepare additional Drawings and Specifications to accompany the changes in the Work as an Additional Service in accordance with this Agreement. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may, at the Owner's option, issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied. § 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work observed by the Architect complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work observed with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. If so required, the Supplemental Services or Additional Services shall be identified in Exhibit A, the Project Authorization. If Supplemental Services are requested after the issuance of Exhibit A, such Supplemental Services shall be authorized by a written Supplemental Services Authorization setting forth the supplemental services required, the compensation for same and shall be signed by the Owner and Architect.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

See Exhibit A, the Project Authorization, for the Project.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

Init.

See Exhibit A, the Project Authorization, for the Project.

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required, either in the Project Authorization, Exhibit A or a Supplemental Services Authorization. The Owner shall compensate the Architect as provided in Section 11.2.

#### **§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Intentionally deleted.
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing related to municipal zoning, unless included in Basic Services in the Project Authorization, Exhibit A, for the Project;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .10 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Number or frequency of visits to the site by the Architect during construction shall be as set forth in the Exhibit A, the Project Authorization, for the Project.
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by Exhibit A, the Project Authorization, have not been completed within the timeframe set forth therein, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall consult with the Architect and provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish and consult with the Architect to periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys, as requested by the Architect, to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall upon written request of the Architect directly contract for geotechnical, surveying, construction material testing, and fixture, furnishing and equipment design services. The Architect shall assist with soliciting proposals and provide input, upon request, for the general scope terms of such agreements as necessary.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Nothing herein shall preclude the Architect from raising the failure of the Owner to provide such notice as a defense.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction, as amended.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total actual cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. The Cost of the Work shall include:

- .1 the cost of alternate bids which are accepted. For alternate bids not accepted, the Architect shall be compensated at the percentage of the cost of such alternate as set forth in Article 11.1 herein.
- .2 the full change order amount for all change orders which increase the Contract Sum. For change orders which decrease the Contract Sum, the Architect shall be compensated at 80% of the Architect's fee applied to the deduction in the Cost of the Work associated with the change order/.
- .3 For change orders that do not change the construction cost in proportion to the design services required, the fee shall be computed on a time and material basis.

The Cost of the Work does not include Work for which the Architect has performed designs, specifications or drawings designs as an Additional Service. Instead, the Architect's sole compensation for Additional Services shall be the hourly rates or agreed upon fixed fee agreed in writing by the parties.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the

Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work and rebid of the Project; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall, without additional compensation and as part of Basic Services, modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. if the bids are ten (10%) percent higher than Owner's budget. If the Owner requires the Architect to modify the Construction Documents and rebid the Project because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work by less than 10% or due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Intentionally Deleted.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a perpetual nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, and maintaining the Project, and for informational purposes in connection with altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license

granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.3, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.3 except if the Owner use or reuse in the Instruments of Service in connection with other projects.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements this Agreement and within the period specified by applicable law.

**§ 8.1.2** Intentionally Deleted.

**§ 8.1.3** Provided the parties have complied with the insurance policy requirements, the Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement against each other to the extent such consequential damages are not covered by or exceed available insurance proceeds covering such damages. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

**§ 8.2** The method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

(Paragraphs deleted)

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement and/or the Project Authorization for services properly performed and billed to the Owner and expenses properly incurred and billed to the Owner, such failure shall be considered substantial nonperformance and cause for termination of its services for the Project set forth in Exhibit A or this Agreement, or suspension of performance of services under this Agreement. Prior to such suspension, the Architect shall give fourteen (14) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 Either party may terminate this Master Agreement or the services under Exhibit A, the Project Authorization for the assigned Project upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.4 The Owner may terminate this Master Agreement or the services under Exhibit A, the Project Authorization, for the assigned Project upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.5 If the Owner terminates this Agreement for its convenience pursuant to Section 9.4, or the Architect terminates this Agreement pursuant to Section 9.1, the Owner shall compensate the Architect for services performed prior to termination, and Reimbursable Expenses properly incurred.

§ 9.6 In addition to any amounts paid under Section 9.5, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

None other than as set forth in Article 9.5.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

As mutually agreed by the Parties.

### § 9.7

*(Paragraphs deleted)*

Intentionally Deleted.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

*(Paragraph deleted)*

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Illinois.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, as amended, provided that the Architect has agreed to such amendments of terms relating to this Agreement.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment, including the obligation to promptly pay all past due balance.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** Upon Architect's receipt of prior written consent from the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner may provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**§ 10.10** The Architect shall indemnify and hold the Owner, its Board of Education, individual board members, officers, directors, and employees (collectively, "Indemnitees") harmless from all losses, liabilities, injuries, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, that one or more of the Indemnitees is found owing to a third party, to the extent such liabilities, losses, injuries damages and expenses are caused by the Architect's negligence or breach of this Agreement. The Architect's indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Architect under the Illinois Workers' Compensation Act. Nothing herein shall require the Architect to indemnify an Indemnitee for its own negligence or fault.

§ 10.11 Notwithstanding any provision of this Agreement to the contrary, the Owner’s review and/or approval of any and all documents or other matters required herein shall be for the purpose of providing the Architect with information as to the Owner’s objectives and goals with respect to the Project and not for the purpose of determining the accuracy, completeness or correctness of such documents, and shall in no way create any liability on the part of the Owner (notwithstanding any professional skill and judgment possessed by the Owner) for errors, inconsistencies or omissions in any approved documents.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)
- .2 Percentage Basis  
(Insert percentage value)  
  
( ) % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other  
(Describe the method of compensation)

For projects related to preliminary reports, surveys, analyses, studies, etc., or for projects with a construction cost of \$200,000 or less, compensation will be invoiced on a time-and-material basis at hourly billing rates per Section 11.7.

For projects with defined scope and a construction cost of \$200,001 or more, compensation will be invoiced as a percentage of construction cost based on the following:

Cost of Work	Fee	Fee - Alternates Designed Not Accepted
\$ 1 to \$ 200,000	T&M	---
\$ 200,001 to \$ 1,000,000	7.50%	6.20%
\$ 1,000,001 to \$ 6,000,000	7.25%	6.00%
\$ 6,000,001 to \$18,000,000	7.00%	5.80%
\$18,000,001 to \$30,000,000	6.75%	5.60%
\$30,000,001 to \$42,000,000	6.50%	5.40%
\$42,000,001 to \$54,000,000	6.25%	5.20%
\$54,000,001 and above	6.00%	5.00%

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

At hourly rates set forth in the Project Authorization.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

At hourly rates set forth in the Project Authorization

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent ( 15%).

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Fifty	percent (	50	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*  
See hourly rates set forth in the Project Authorization, Exhibit A.

### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 *(Paragraphs deleted)*  
Permitting and other fees required by authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, and standard form documents;
- .3 Postage, handling, and delivery;  
*(Paragraphs deleted)*
- .4 If required by the Owner, and with the Owner's prior written approval, the Architect or its consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or its consultants;  
*(Paragraph deleted)*
- .5 Site office expenses;
- .6 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective;
- .7 Renderings, physical models, mock ups, professional photograph and presentation materials requested by the Owner or required for the Project; and
- .8 All taxes levied on professional services or on reimbursable expenses.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent ( 15 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

See Project Authorization, Exhibit A, for any additional coverages required.

## § 11.10 **Payments to the Architect**

### § 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment, if required, shall be set forth in the Project Authorization, Exhibit A. for the Project. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment, if required, shall be set forth in the Project Authorization, Exhibit A, for the Project.

### § 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below.

In accordance with the Illinois Local Government Prompt Payment Act

*(Paragraph deleted)*

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times per the Owner's written request. The Architect shall retain such records for three (3) years from the date of termination or expiration of this Agreement.

## ARTICLE 12 **SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

### § 12.1 **Actions on Submittals**

The Architect's obligations under Paragraph 3.6.4.3 are conditioned upon the prior review and approval of Shop Drawings, Product Data and samples by the Contractor as required by Paragraph 3.12.5 of the 2017 edition of the General Conditions of the Contract for Construction published by the American Institute of Architects.

### § 12.2 **Limitation to Entities**

The Owner and Architect agree that all claims arising out of this Agreement shall be made against the contracting parties and not against any officer, director, or employee of said contracting party.

### § 12.3 **Limitation of Liability to Insurance**

Provided the Architect has complied with the requirements of the professional liability policy, the Owner and persons claiming through the Owner agree to limit the liability of the Architect, its agents, consultants and employees, for all claims arising out of, or in connection with, or resulting from the performance of services under this Agreement to the amount of the Architect's available insurance proceeds covering such claim(s).

## § 12.4 Contractor's Obligation to Insure

The Owner will require the Contractors responsible for construction to purchase insurance to cover claims and expenses asserted against the Owner, Architect, their employees and consultants, each of whom shall be named as Additional Insureds on the general liability policies and automobile liability policies of the Contractor and its subcontractors, for bodily injury, sickness, disease or death or damage to property caused by the acts or omissions of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable arising out of the Contractor's operations. Also, such insurance shall state that: "The coverage afforded the Additional Insureds shall be primary insurance for the Additional Insureds with respect to claims arising out of operations performed by or on behalf of the Contractor and its subcontractors. If the Additional Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this insurance policy shall not be reduced by the existence of such other insurance."

## § 12.5 Responsibility for Code Compliance

The Construction Documents shall be in accordance with applicable building and zoning laws, ordinances, codes, rules, regulations, orders and other requirements relating to the design, use and occupancy of the Project (collectively "Governmental Requirements") existing on the date of submission of the contract documents for permit. However, the Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If after award of the building permit modifications to the Construction Documents are required because of an interpretation by the Code Authority which had not been previously given, or which if given was different than a prior interpretation of the Code Authority, the Architect shall make the required modifications, but the cost of such modifications shall be considered an Additional Service; provided nothing contained herein shall relieve the Architect of its obligations to modify at its expense Plans and Specifications where the Architect has negligently failed to prepare such in compliance with the applicable Government Requirements.

## § 12.6 Fast Track

In order to minimize construction problems and change orders, the Architect standard practice requires the completion of detailed working drawings prior to bidding and entering into firm construction contracts. However, the Owner may choose to accelerate the completion of the work so that it is completed in a shorter time period than would normally be required. The Owner acknowledges and understands that if construction or furnishings contracts are let prior to the completion of final Construction Documents, there may be increases in costs and change orders caused by the inability to coordinate Construction Documents, and the inability to make various decisions until after early bids are received and some construction undertaken. The Architect shall have responsibility for these increased costs and change orders.

## § 12.7 Force Majeure

In the event the Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado, other act of God, malicious mischief, pandemics, epidemics, government shutdowns, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or the Owner to furnish information or to approve or to disapprove Architect's services or any other cause beyond the reasonable control of the Architect, the time for completion of Architect's services shall be extended by the period of resulting delay.

## § 12.8 Indemnity from Contractor Required in Construction Contract

The Owner will allow the Architect to include the following clause to be inserted in all construction contracts:

To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall defend, indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, liabilities, demands, damages, losses and expenses, including but not limited to attorneys' fees and expenses,

and economic damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act, intentional, or alleged negligent, or alleged intentional acts or omissions of any Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

In any and all claims against the Owner or Architect or any of their agents or employees and consultants by any employee of any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

### **§ 12.9 Hazardous Materials**

The Owner represents, to the best of its knowledge, to the Architect that no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or other located, on the Project site or adjacent thereto. Further, within the definition of such statuses or regulations, no part of the Project site or adjacent real property, including ground water located thereon, is presently contaminated. Should the Owner become aware of hazardous or toxic substances at the Project site or adjacent real property, the Owner shall promptly notify the Architect in writing of such substances.

### **§ 12.10 Builder's Risk Insurance**

The Owner will cause the Architect, their consultants and employees to be named as additional named insureds under the Builders' Risk Insurance applicable to the Project.

### **§ 12.11 Electronic Media**

The license under this Agreement for Instruments of Service is only for information contained on printed documents. However, for the Owner's convenience, the Architect may also furnish such information in electronic media. The parties acknowledge that untraceable changes from causes not the fault of the Architect may sometimes occur in the information on electronic media, caused by the media conversion and changes in software. In such event, the Owner agrees to release, and for third party claims, to indemnify the Architect, its employees and consultants from and against all Claims, losses and expenses (including reasonable attorneys defense fees and those incurred to enforce this obligation) arising out of, resulting from or in connection with any deviations of the information in electronic media from that in the printed documents. This release and indemnity shall survive the termination of this Agreement. The Owner shall have the right to request the Architect to furnish to Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to utilize portions of the Instruments of Service for use in the execution of their portion of the Work.

## **ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement and Exhibit A, the Project Authorization, represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 A

- .2 Exhibits: Exhibit A, the Project Authorization, for the Project under this Master Agreement.  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraphs deleted)

**.3** Other documents:  
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

**Niles Township District for Special Education #807**

**ARCON Associates, Inc.**

\_\_\_\_\_  
**OWNER** (Signature)

Tarin Kendrick  
Executive Director

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**ARCHITECT** (Signature)

George D. Demarakis  
Principal

\_\_\_\_\_  
(Printed name, title, and license number, if required)

# Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:38:55 ET on 01/05/2024.

## PAGE 1

**AGREEMENT** made as of the Second day of January in the year Two Thousand Twenty Four.

...

Niles Township District for Special Education #807  
8701 Menard Avenue  
Morton Grove, Illinois 60053

...

ARCON Associates, Inc.  
2050 S. Finley Road  
Suite 40  
Lombard, Illinois 60148

...

This Agreement is a Master Agreement and shall be the agreement for all projects authorized by the Owner. Specific projects under this Master Agreement shall be authorized in writing by the Owner by execution of a project authorization (hereinafter "Project Authorization"), which Project Authorization shall be attached hereto as Exhibit A and made a part of this Master Agreement for each Project authorized. As additional projects are authorized pursuant to this Master Agreement, such projects shall be authorized by subsequent Project Authorizations, each of which shall be attached to this Master Agreement as Exhibit A for the Project authorized.

## PAGE 2

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.") initial information set forth in this Section 1.1 and in Exhibit A, the Project Authorization for the specific Project authorized pursuant to this Master Agreement attached hereto and incorporated herein for the Project authorized by Owner under this Master Agreement.

Exhibit A, the Project Authorization, contains all Project specific requirements, such as Scope of Services, Project schedule, Project budget, site observation requirements, compensation and other Project specific terms which may supplement, supersede or modify the Master Agreement. To the extent of any inconsistency, conflict or discrepancy between the Master Agreement and the Project Authorization, Exhibit A, the Project Authorization shall control. Project as used herein shall mean the Project authorized by the Project Authorization, Exhibit A.

...

See Exhibit A, the Project Authorization for the Project

...

See Exhibit A, the Project Authorization for the Project

See Exhibit A, the Project Authorization for the Project.

**1.1.4** The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

See Exhibit A, the Project Authorization for the Project.

.2 Construction commencement date:

See Exhibit A, the Project Authorization for the Project .

.3 Substantial Completion date or dates:

See Exhibit A, the Project Authorization for the Project

.4 Other milestone dates:

See Exhibit A, the Project Authorization for the Project.

~~§ 1.1.4~~ The Owner’s anticipated design and construction milestone dates:

~~.1~~ Design phase milestone dates, if any:

~~.2~~ Construction commencement date:

~~.3~~ Substantial Completion date or dates:

~~.4~~ Other milestone dates:

...

See Exhibit A, the Project Authorization for the Project.

...

See Exhibit A, the Project Authorization for the Project.

**§ 1.1.6.1** ~~If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner~~

and Architect shall incorporate the completed E204 – 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective. Objective in the Project Authorization, Exhibit A, to this Agreement.

...

See Exhibit A, the Project Authorization for the Project.

1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:  
(List name, address, and other contact information.)

None.

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:  
(List name, address, and other contact information.)

**PAGE 4**

See Project Authorization, Exhibit A, for the Project.

...

See Project Authorization, Exhibit A, for the Project.

...

See Project Authorization, Exhibit A, for the Project.

...

Gaspare P. Pitrello  
ARCON Associates, Inc.  
2050 S. Finley Road  
Suite 40  
Lombard, Illinois 60148

...

See Project Authorization, Exhibit A, for the Project.

...

See Project Authorization, Exhibit A, for the Project.

...

See Project Authorization, Exhibit A, for the Project.

...

See Project Authorization, Exhibit A, for the Project.

...

See Project Authorization, Exhibit A, for the Project.

§ 1.2 The Owner and Architect may rely on the ~~Initial Information~~-initial information In Exhibit A, the Project Authorization, for the Project. Both parties, however, recognize that the ~~Initial Information~~-initial information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties ~~will~~may use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital ~~data~~-data or a BIM/CAD Release Agreement.

**PAGE 5**

§ 2.1 The Architect shall provide professional services as set forth in this ~~Agreement~~-Agreement as may be amended by Exhibit A, the Project Authorization. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. The scope of Basic Services to be provided by the Architect includes those services and other deliverables as specified in Exhibit A, the Project Authorization for the Project which is incorporated into this Agreement and made a part hereof. To the extent the Project Authorization conflicts as to the scope of professional services with this Agreement, this Project Authorization, Exhibit A controls.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects ~~practicing in the same or similar locality under the same or similar circumstances~~-performing similar services for educational institutions with facilities of like size and kind in the same or similar locale. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

...

§ 2.5 The Architect shall maintain the following insurance ~~until termination of this Agreement~~-for the duration of the Project unless otherwise set forth in Exhibit A, the Project Authorization. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000 ) for each occurrence and Two Million Dollars (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles ~~owned, and non-owned~~-non-owned, hired and rented vehicles used, by the Architect with policy limits of not less than (\$ —) per accident One Million Dollars (\$ 1,000,000 ) combined single limit for bodily injury, death of any person, and property ~~damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage~~-damage.

...

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000 ) each accident, Five Hundred Thousand Dollars (\$ 500,000 ) each employee, and Five Hundred Thousand Dollars (\$ 500,000 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) per claim and Two Million Dollars (\$ 2,000,000 ) in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's non-professional negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**PAGE 6**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 as may be amended in the Project Authorization, Exhibit A, and may, if so provided in Exhibit A, include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in ~~this Article 3~~ Exhibit A, the Project Authorization are Supplemental or Additional Services.

...

**§ 3.1.3** ~~As soon as practicable after the date of this Agreement, part of Exhibit A, the Project Authorization,~~ the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for reasonable periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. The Owner shall render decisions in a timely manner so as to cause no delay to the approved schedule. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's ~~directive~~ directive, design change, or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable written publicly available design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall prepare the paperwork required to apply for the approval of governmental authorities having jurisdiction over the design of the Project if necessary, and shall present such documentation to the Owner for review, approval and execution, if necessary. The Architect shall present the Project at meetings or hearings to facilitate those approvals and the issuance of the building permit required to commence construction.

**§ 3.1.7** If the Owner indicates its interest in utilizing an independent construction manager advisor, or have the Architect provide these services with respect to the Project, the Architect shall confer with the Owner to determine any adjustments, amendments, or modifications needed to this Agreement based on the scope of services to be furnished by the construction manager advisor, and this Agreement shall be modified or amended to provide for such services.

**PAGE 7**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the design of the Project.

...

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building ~~orientation,~~ orientation for major systems only, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

...

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, meet with the Owner to review Schematic Design Documents and request the Owner's approval.

...

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, meet with the Owner to review the Design Documents, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**PAGE 8**

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Construction Documents shall include all Drawings and Specifications required to obtain the building permit and approvals of the governmental authority or authorities having jurisdiction over the design of the Project. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the written publicly available design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

...

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or ~~proposals~~; proposals and the responsibility of bidders or proposers; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

...

- .1 providing statutory notice for bid to the Owner and facilitating the distribution of Bidding Documents to prospective bidders;

...

§ 3.5.2.3 ~~If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders. The Architect shall submit to Owner to provide to its attorneys for review and approval all template front end specifications including agreements and template general conditions for review and approval at the commencement of the first Project under this Agreement. Thereafter only non-standard front end specifications and general conditions will require Owner approval before issuance.~~

§ 3.5.2.4 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as a Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.2.5 The Architect shall review and evaluate each bid, and shall recommend to the Owner the lowest responsive and responsible bidder. If requested by the Owner, the Architect shall notify all prospective bidders of the bid results. If the Architect recommends that the Owner disqualify or reject a bidder, the Architect shall provide a written recommendation to the Owner setting forth with specificity the basis of the proposed disqualification or rejection and providing evidence necessary to establish that the subject bidder is not responsive. The Owner, upon the advice of the Architect, will make any and all determinations as to the responsiveness of bidders.

**PAGE 9**

**§ 3.6.1.1** ~~The~~ Provided the AIA A201-2017 General Conditions are consistent with this Agreement, the Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications ~~Construction~~ , as amended by the Owner or the Owner's attorney and included in the Project Manual. In the event the AIA A201-2017 General conditions as amended are inconsistent with this Agreement, those modifications and inconsistencies shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for job safety, including, but not limited to, safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. During the Project, the Architect shall promptly report in writing to the Owner any known defects or deficiencies in the Project or the Work of the Contractor or any of its Subcontractors, or their agents or employees. Construction Documents furnished by the Architect that are found to contain any error or omission shall be promptly corrected by the Architect at no cost to the Owner. These provisions shall not limit the Owner's remedies under this Agreement.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. Payment or sixty (60) days after Substantial Completion, whichever occurs first.

**§ 3.6.1.4** The Architect shall, as appropriate for the state of construction, attend and conduct periodic progress meetings which shall include the Owner, the Architect, and the Contractor. Unless otherwise stated in the Project Authorization, the Architect shall record the meetings in written meeting minutes, which shall be distributed for review. Comments on the published meeting minutes shall be discussed as part of the following progress meeting. Each progress meeting shall cover, at a minimum, progress, new and old business, and quality.

**PAGE 10**

**§ 3.6.2.1** ~~The Architect~~ Architect, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, as set forth in Exhibit A, the Project Authorization, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall perform site observations only with competent personnel. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect shall, at no additional cost to the Owner, provide Project representation beyond Basic Services when required due to the Architect's failure to exercise the standard of care applicable to Architect's services.

**§ 3.6.2.2** The Architect has the authority to and responsibility to recommend to the Owner to reject Work that does not conform to the Contract Documents. Documents and it is the Owner's sole duty to reject Work. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

...

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

...

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect administratively shall obtain Contractor's mechanic lien waivers and Contractor's sworn statements listing subcontractors and materialman before issuing a Certificate for Payment, and if such waivers or sworn statements cannot be obtained, then Architect's Certificate, if provided at all, shall be conditional upon the receipt of such waivers and sworn statements. The Owner shall require the Contractor to provide lien waivers from all subcontractors and material suppliers upon payment. The Architect shall not be responsible for determining the validity or legality of any lien waiver supplied by the Contractor.

§3.6.3.1.1 The Contract Documents shall provide that the Contractor submit a schedule of values prior to commencing its Work. The schedule of values, among other things, shall be used by the Architect as a basis for evaluating the Applications for Payment.

§3.6.3.1.2 The Architect shall determine whether Contractor's contractual prerequisites to payment have been satisfied for each Application for Payment which are: submission of schedule of values and submission of the Contractor's lien waiver.

PAGE 11

§ 3.6.4.1 The Architect shall review and approve the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

...

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals professionals unless the Architect knows that such submittals are inadequate or inaccurate.

...

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.1.1 The Architect shall review requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be

accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation. If necessary, the Architect shall prepare additional Drawings and Specifications to accompany the changes in the Work as an Additional Service in accordance with this Agreement. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may, at the Owner's option, issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied. § 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

PAGE 12

- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work observed by the Architect complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work observed with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

...

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. ~~The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.~~ If so required, the Supplemental Services or Additional Services shall be identified in Exhibit A, the Project Authorization. If Supplemental Services are requested after the issuance of Exhibit A, such Supplemental Services shall be authorized by a written Supplemental Services Authorization setting forth the supplemental services required, the compensation for same and shall be signed by the Owner and Architect.

PAGE 13

See Exhibit A, the Project Authorization, for the Project.

PAGE 14

See Exhibit A, the Project Authorization, for the Project.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services ~~required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement, required, either in the Project Authorization, Exhibit A or a Supplemental Services Authorization~~ The Owner shall compensate the Architect as provided in Section 11.2.

...

- ~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; Intentionally deleted.~~
- .7 Preparation for, and attendance at, a public presentation, meeting or ~~hearing; hearing related to municipal zoning, unless included in Basic Services in the Project Authorization, Exhibit A, for the Project;~~

...

- .9 Evaluation of the qualifications of entities providing bids or proposals;
- ~~.10~~—Consultation concerning replacement of Work resulting from fire or other cause during construction;  
or,
- ~~.11~~—.10 Assistance to the Initial Decision Maker, if other than the Architect.

PAGE 15

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~(—)~~ Number or frequency of visits to the site by the Architect during construction shall be as set forth in the Exhibit A, the Project Authorization, for the Project.
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

...

~~§ 4.2.5 If the services covered by this Agreement have not been completed within (—) months of the date of this Agreement, Exhibit A, the Project Authorization, have not been completed within the timeframe set forth therein, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

...

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall consult with the Architect and provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish and consult with the Architect to periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

...

§ 5.4 The Owner shall furnish ~~surveys~~ surveys, as requested by the Architect, to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

~~§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations upon written request of the Architect directly contract for geotechnical, surveying, construction material testing, and fixture, furnishing and equipment design services. The Architect shall assist with soliciting proposals and provide input, upon request, for the general scope terms of such agreements as necessary.~~

**PAGE 16**

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Nothing herein shall preclude the Architect from raising the failure of the Owner to provide such notice as a defense.

...

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The

Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for ~~Construction~~Construction, as amended.

...

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total actual cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. The Cost of the Work shall include:

- .1 the cost of alternate bids which are accepted. For alternate bids not accepted, the Architect shall be compensated at the percentage of the cost of such alternate as set forth in Article 11.1 herein.
- .2 the full change order amount for all change orders which increase the Contract Sum. For change orders which decrease the Contract Sum, the Architect shall be compensated at 80% of the Architect's fee applied to the deduction in the Cost of the Work associated with the change order/.
- .3 For change orders that do not change the construction cost in proportion to the design services required, the fee shall be computed on a time and material basis.

The Cost of the Work does not include Work for which the Architect has performed designs, specifications or drawings designs as an Additional Service. Instead, the Architect's sole compensation for Additional Services shall be the hourly rates or agreed upon fixed fee agreed in writing by the parties.

PAGE 17

- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the ~~Work~~Work and rebid of the Project; or,

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect ~~shall~~shall, without additional compensation and as part of Basic Services, modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. if the bids are ten (10%) percent higher than Owner's budget. If the Owner requires the Architect to modify the Construction Documents and rebid the Project because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work by less than 10% or due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

...

§ 7.1 ~~The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.~~Intentionally Deleted.

...

§ 7.3 The Architect grants to the Owner a perpetual nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, ~~maintaining,~~ and maintaining the Project, and for informational purposes in connection with altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely

and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4.9.3, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.9.3 except if the Owner use or reuse in the Instruments of Service in connection with other projects.

**PAGE 18**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements ~~of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~law.

**§ 8.1.2** ~~To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~Intentionally Deleted.

**§ 8.1.3** ~~The Provided the parties have complied with the insurance policy requirements, the Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. Agreement against each other to the extent such consequential damages are not covered by or exceed available insurance proceeds covering such damages. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

**§ 8.2** ~~Mediation~~The method of binding dispute resolution shall be the following:  
*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

**§ 8.2.1** ~~Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

**§ 8.2.2** ~~The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration~~

proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

— Arbitration pursuant to Section 8.3 of this Agreement

— Litigation in a court of competent jurisdiction

— Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, ~~Agreement and/or the Project Authorization for services properly performed and billed to the Owner and expenses properly incurred and billed to the Owner,~~ such failure shall be considered substantial nonperformance and cause for termination ~~or, at the Architect's option, cause for of its services for the Project set forth in Exhibit A or this Agreement,~~ or suspension of performance of services under this Agreement. ~~If the Architect elects to suspend services, Prior to such suspension,~~ the Architect shall give ~~seven-fourteen~~ (14) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

PAGE 19

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice. ~~Either party may terminate this Master Agreement or the services under Exhibit A, the Project Authorization for the assigned Project upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~

§ 9.4 ~~Either party~~ The Owner may terminate this Master Agreement or the services under Exhibit A, the Project Authorization, for the assigned Project upon not less than seven days' written notice ~~should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination,~~ to the Architect for the Owner's convenience and without cause.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. ~~If the Owner terminates this Agreement for its convenience pursuant to Section 9.4, or the Architect terminates this Agreement pursuant to Section 9.1, the Owner shall compensate the Architect for services performed prior to termination, and Reimbursable Expenses properly incurred.~~

§ 9.6 ~~If~~ In addition to any amounts paid under Section 9.5, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

None other than as set forth in Article 9.5.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

As mutually agreed by the Parties.

§ 9.7 ~~In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1— Termination Fee:

.2— Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Intentionally Deleted.

~~§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.~~

~~§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.~~

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.State of Illinois.~~

~~§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.Construction, as amended, provided that the Architect has agreed to such amendments of terms relating to this Agreement.~~

~~§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.assignment, including the obligation to promptly pay all past due balance.~~

**PAGE 20**

~~§ 10.7 The Upon Architect's receipt of prior written consent from the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall may provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.~~

...

~~§ 10.10 The Architect shall indemnify and hold the Owner, its Board of Education, individual board members, officers, directors, and employees (collectively, "Indemnitees") harmless from all losses, liabilities, injuries, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, that one or more of the Indemnitees is found owing to a third party, to the extent such liabilities, losses, injuries damages and expenses are caused by the Architect's negligence or breach of this Agreement. The Architect's indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Architect under the Illinois Workers' Compensation Act. Nothing herein shall require the Architect to indemnify an Indemnitee for its own negligence or fault.~~

~~§ 10.11 Notwithstanding any provision of this Agreement to the contrary, the Owner's review and/or approval of any and all documents or other matters required herein shall be for the purpose of providing the Architect with information as to the Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy, completeness or correctness of such documents, and shall in no way create any liability on the part of the Owner (notwithstanding any professional skill and judgment possessed by the Owner) for errors, inconsistencies or omissions in any approved documents.~~

(Describe the method of compensation)

For projects related to preliminary reports, surveys, analyses, studies, etc., or for projects with a construction cost of \$200,000 or less, compensation will be invoiced on a time-and-material basis at hourly billing rates per Section 11.7.

For projects with defined scope and a construction cost of \$200,001 or more, compensation will be invoiced as a percentage of construction cost based on the following:

Cost of Work	Fee	Fee -
		Alternates Designed Not Accepted
\$ 1 to \$ 200,000	T&M	---
\$ 200,001 to \$ 1,000,000	7.50%	6.20%
\$ 1,000,001 to \$ 6,000,000	7.25%	6.00%
\$ 6,000,001 to \$18,000,000	7.00%	5.80%
\$18,000,001 to \$30,000,000	6.75%	5.60%
\$30,000,001 to \$42,000,000	6.50%	5.40%
\$42,000,001 to \$54,000,000	6.25%	5.20%
\$54,000,001 and above	6.00%	5.00%

...

At hourly rates set forth in the Project Authorization.

...

At hourly rates set forth in the Project Authorization

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent ( %), or as follows: 15%.

**PAGE 22**

Schematic Design Phase	<u>Ten</u>	percent (	<u>10</u>	%)
Design Development Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Construction Documents Phase	<u>Fifty</u>	percent (	<u>50</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

...

See hourly rates set forth in the Project Authorization, Exhibit A.

**Employee or Category** **Rate (\$0.00)**

...

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 .2 Printing, reproductions, plots, and standard form documents;
- .5 .3 Postage, handling, and delivery;

- ~~.6~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~.7~~ Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- ~~.8~~ .4 If required by the Owner, and with the Owner's prior written approval, the Architect's Architect or its consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's Architect or its consultants;
- ~~.9~~ All taxes levied on professional services and on reimbursable expenses;
- ~~.10~~ .5 Site office expenses;
- ~~.11~~ .6 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- ~~.7~~ .7 Renderings, physical models, mock ups, professional photograph and presentation materials requested by the Owner or required for the Project; and
- ~~.12~~ .8 All taxes levied on professional services or on reimbursable expenses.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent ( 15 %) of the expenses incurred.

PAGE 23

See Project Authorization, Exhibit A, for any additional coverages required.

...

§ 11.10.1.1 An initial payment of ~~(\$ )~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. payment, if required, shall be set forth in the Project Authorization, Exhibit A, for the Project. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ~~(\$ )~~ shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred. payment, if required, shall be set forth in the Project Authorization, Exhibit A, for the Project.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, ~~or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~ (Insert rate of monthly or annual interest agreed upon.) below.

~~%~~ In accordance with the Illinois Local Government Prompt Payment Act

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional ~~Services,~~ Services and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient ~~times.~~ times per the Owner's written request. The Architect shall retain such records for three (3) years from the date of termination or expiration of this Agreement.

...

## § 12.1 Actions on Submittals

The Architect's obligations under Paragraph 3.6.4.3 are conditioned upon the prior review and approval of Shop Drawings, Product Data and samples by the Contractor as required by Paragraph 3.12.5 of the 2017 edition of the General Conditions of the Contract for Construction published by the American Institute of Architects.

## **§ 12.2 Limitation to Entities**

The Owner and Architect agree that all claims arising out of this Agreement shall be made against the contracting parties and not against any officer, director, or employee of said contracting party.

## **§ 12.3 Limitation of Liability to Insurance**

Provided the Architect has complied with the requirements of the professional liability policy, the Owner and persons claiming through the Owner agree to limit the liability of the Architect, its agents, consultants and employees, for all claims arising out of, or in connection with, or resulting from the performance of services under this Agreement to the amount of the Architect's available insurance proceeds covering such claim(s).

## **§ 12.4 Contractor's Obligation to Insure**

The Owner will require the Contractors responsible for construction to purchase insurance to cover claims and expenses asserted against the Owner, Architect, their employees and consultants, each of whom shall be named as Additional Insureds on the general liability policies and automobile liability policies of the Contractor and its subcontractors, for bodily injury, sickness, disease or death or damage to property caused by the acts or omissions of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable arising out of the Contractor's operations. Also, such insurance shall state that: "The coverage afforded the Additional Insureds shall be primary insurance for the Additional Insureds with respect to claims arising out of operations performed by or on behalf of the Contractor and its subcontractors. If the Additional Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this insurance policy shall not be reduced by the existence of such other insurance."

## **§ 12.5 Responsibility for Code Compliance**

The Construction Documents shall be in accordance with applicable building and zoning laws, ordinances, codes, rules, regulations, orders and other requirements relating to the design, use and occupancy of the Project (collectively "Governmental Requirements") existing on the date of submission of the contract documents for permit. However, the Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If after award of the building permit modifications to the Construction Documents are required because of an interpretation by the Code Authority which had not been previously given, or which if given was different than a prior interpretation of the Code Authority, the Architect shall make the required modifications, but the cost of such modifications shall be considered an Additional Service; provided nothing contained herein shall relieve the Architect of its obligations to modify at its expense Plans and Specifications where the Architect has negligently failed to prepare such in compliance with the applicable Government Requirements.

## **§ 12.6 Fast Track**

In order to minimize construction problems and change orders, the Architect standard practice requires the completion of detailed working drawings prior to bidding and entering into firm construction contracts. However, the Owner may choose to accelerate the completion of the work so that it is completed in a shorter time period than would normally be required. The Owner acknowledges and understands that if construction or furnishings contracts are let prior to the completion of final Construction Documents, there may be increases in costs and change orders caused by the inability to coordinate Construction Documents, and the inability to make various decisions until after early bids are received and some construction undertaken. The Architect shall have responsibility for these increased costs and change orders.

## **§ 12.7 Force Majeure**

Additions and Deletions Report for AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017>. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 12:38:55 ET on 01/05/2024 under Order No.4104243507 which expires on 06/25/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1517898035)

In the event the Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado, other act of God, malicious mischief, pandemics, epidemics, government shutdowns, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or the Owner to furnish information or to approve or to disapprove Architect's services or any other cause beyond the reasonable control of the Architect, the time for completion of Architect's services shall be extended by the period of resulting delay.

#### **§ 12.8 Indemnity from Contractor Required in Construction Contract**

The Owner will allow the Architect to include the following clause to be inserted in all construction contracts:

To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall defend, indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, liabilities, demands, damages, losses and expenses, including but not limited to attorneys' fees and expenses, and economic damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act, intentional, or alleged negligent, or alleged intentional acts or omissions of any Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

In any and all claims against the Owner or Architect or any of their agents or employees and consultants by any employee of any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **§ 12.9 Hazardous Materials**

The Owner represents, to the best of its knowledge, to the Architect that no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or other located, on the Project site or adjacent thereto. Further, within the definition of such statuses or regulations, no part of the Project site or adjacent real property, including ground water located thereon, is presently contaminated. Should the Owner become aware of hazardous or toxic substances at the Project site or adjacent real property, the Owner shall promptly notify the Architect in writing of such substances.

#### **§ 12.10 Builder's Risk Insurance**

The Owner will cause the Architect, their consultants and employees to be named as additional named insureds under the Builders' Risk Insurance applicable to the Project.

#### **§ 12.11 Electronic Media**

The license under this Agreement for Instruments of Service is only for information contained on printed documents. However, for the Owner's convenience, the Architect may also furnish such information in electronic media. The parties acknowledge that untraceable changes from causes not the fault of the Architect may sometimes occur in the information on electronic media, caused by the media conversion and changes in software. In such event, the Owner agrees to release, and for third party claims, to indemnify the Architect, its employees and consultants from and against all Claims, losses and expenses (including reasonable attorneys defense fees and those incurred to enforce this obligation) arising out of, resulting from or in connection with any deviations of the information in electronic media from that in the printed documents. This release and indemnity shall survive the termination of this Agreement. The Owner shall have the right to request the Architect to furnish to Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to utilize portions of the Instruments of Service for use in the execution of their portion of the Work.

§ 13.1 This Agreement and Exhibit A, the Project Authorization, represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

...

.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: A  
(Insert the date of the E203-2013 incorporated into this agreement.)

...

.3 Exhibits: 2 Exhibits: Exhibit A, the Project Authorization, for the Project under this Master Agreement.

[ ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

[ ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other 3 Other documents:

...

This Agreement entered into as of the day and year first written above.

Niles Township District for Special Education #807

ARCON Associates, Inc.

...

Tarin Kendrick  
Executive Director

George D. Demarakis  
Principal

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Howard Metz, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:38:55 ET on 01/05/2024 under Order No. 4104243507 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



1-9-2024

TO: Tarin Kendrick  
FROM: Kathy Gavin  
RE: FY23 Audit

NTDSE held the annual Audit Committee meeting on January 9, 2024. The group met with a Senior Partner assigned to our account from our independent financial auditing firm, Lauterbach and Amen LLP. This was Lauterbach & Amen's second year of a 5-year financial reporting/auditing contract with D807. The group discussed the results of the independent FY23 audit and the financial reports generated during this process. The reports included the Report to the Governing Board, the FY23 Financial Report, the Annual Financial Report (AFR), and Communication to the Board. NTDSE is no longer required to generate the A-133 Report as the cooperative's federal revenue does not exceed \$750,000 annually.

Following is a copy of the Management Discussion and Analysis (MD&A) which is contained within the FY23 Financial Report. This section of the report provides an overview of NTDSE's revenues and expenditures as well as a summary of financial activity during the fiscal year. NTDSE reports the financial activity on a modified accrual basis.

Things to note:

- State payments were timely in FY23. FY23 Evidence-Based Funding (EBF) budgeted state revenue was \$928,000. The District received \$928,138.
- FY23 operating expenditures were \$19.45 MM.
- FY23 operating revenue received was \$19.9 MM.
- The NTDSE Governing Board approved a transfer of \$1.55 MM from Fund 10 (Ed Fund) to Fund 60 (Capital Projects) for costs related to the Molloy Education Center renovation project.
- FY23 ESSER III funds were fully expended and the reimbursement revenue totaled \$168,684.
- D807 issued \$3,095,000 of special education school bonds in FY21. Bond debt in FY23 decreased by \$318,985. Information related to this can be found under the heading Debt Administration on Page 11 of the attached document.

I have also attached a copy of the FY23 Year-End report which shows the FY23 beginning balance amount as well as the total amount of revenues and expenditures. This reports the District's fund balances on a cash basis as of June 30, 2023.

I recommend acceptance of the audit reports conducted by Lauterbach & Amen LLP as of June 30, 2023. Upon acceptance of the audit by the Governing Board, the Annual Financial Reports will be published on the District's website for public viewing and will be submitted to the Illinois State Board of Education and the North Cook Intermediate Service Center as required.

Thank you.

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

## **NILES TOWNSHIP DISTRICT FOR SPECIAL EDUCATION #807**

### **Management's Discussion and Analysis**

**June 30, 2023**

---

---

The discussion and analysis of Niles Township District for Special Education #807 (the District) financial performance provides an overall review of the District's financial activities as of and for the year ended June 30, 2023. The management of the District encourages readers to consider the information presented herein in conjunction with the basic financial statements to enhance their understanding of the District's financial performance. Certain comparative information between the current year and the prior is required to be presented in the Management's Discussion and Analysis (the MD&A).

### **FINANCIAL HIGHLIGHTS**

- In total, Government-wide net position increased by \$1,498,372, due to an increase in charges for services and other revenues.
- Program specific revenues in the form of charges for services and fees and grants accounted for \$24,701,489, a decrease of \$1,794,516 from FY22.
- The District had \$22,872,137 in expenses related to government activities, an increase of \$2,245,463 from FY22.
- Revenues for fiscal year 2023 (FY23), as reported on the Statement of Revenues, Expenditures and Changes in Fund Balances, were \$24,370,509, inclusive of on-behalf payments to the Teacher's Retirement System (TRS) and Teacher's Health Insurance Security Trust (THIS). Expenditures for FY23 were \$28,782,818, also inclusive of State of Illinois payments to TRS and THIS.
- TRS and THIS receive on-behalf pension and post-retirement health insurance programs from the State of Illinois for the District certified staff. In 2023, \$3,941,804 was included in the total revenues and expenditures of the District representing the State of Illinois contributions.
- Actual revenues received in FY23 for the General Fund, exclusive of the State of Illinois on-behalf payment to the Teachers Retirement System, was \$19,911,504. Actual expenditures exclusive of on-behalf contributions were \$19,456,012 in FY23.
- Beginning net position was restated to correct an error in recording capital assets and long-term debt in the prior year.

### **USING THIS ANNUAL REPORT**

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities provide information about the activities of the District as a whole and present a longer-term view of the District's finances. For governmental activities, these statements tell how these services were financed in the short term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most significant funds. The remaining statements provide financial information about activities for which the District acts solely as a trustee or agent for the benefit of those outside of the government.

The government-wide financial statements provide readers with a broad overview of the District's finances, in a matter similar to a private-sector business.

The Statement of Net Position reports information on all of the District's assets/deferred outflows and liabilities/deferred inflows, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. Consideration of other nonfinancial factors, such as changes in the District's property tax base and the condition of the District's infrastructure, is needed to assess the overall health of the District.

## **NILES TOWNSHIP DISTRICT FOR SPECIAL EDUCATION #807**

### **Management's Discussion and Analysis**

**June 30, 2023**

---

---

#### **USING THIS ANNUAL REPORT - Continued**

##### **Government-Wide Financial Statements**

The Statement of Activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

##### **Fund Financial Statements**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District are governmental funds.

##### **Governmental Funds**

Governmental fund is used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate the comparison between governmental funds and governmental activities.

The District maintains three individual governmental fund. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund and Capital Projects Fund, which are considered to be major funds. Additionally, the District maintains one nonmajor fund.

The District adopts an annual appropriated budget for all of the governmental funds. A budgetary comparison schedule for these funds has been provided to demonstrate compliance with this budget.

##### **Notes to the Financial Statements**

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

# NILES TOWNSHIP DISTRICT FOR SPECIAL EDUCATION #807

## Management's Discussion and Analysis

June 30, 2023

---

---

### USING THIS ANNUAL REPORT - Continued

#### Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the District's Post-Retirement Health Plan, Teacher's Health Insurance Security Fund, Teacher's Retirement and I.M.R.F employee pension obligations and budgetary comparison schedules for the General Fund.

#### GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve over time as a useful indicator of a government's financial position. The following tables show that in the case of the District, assets/deferred outflows exceeded liabilities/deferred inflows by \$20,222,194.

	Net Position	
	2023	2022
Current and Other Assets	\$ 14,598,382	21,507,361
Capital Assets	17,709,903	13,249,459
Total Assets	32,308,285	34,756,820
Deferred Outflows	2,271,521	918,443
Total Assets/Deferred Outflows	34,579,806	35,675,263
Long-Term Debt	6,600,162	10,514,572
Other Liabilities	1,079,996	2,144,590
Total Liabilities	7,680,158	12,659,162
Deferred Inflows	6,677,454	3,946,357
Total Liabilities/Deferred Inflows	14,357,612	16,605,519
Net Position		
Net Investment in Capital Assets	14,772,005	9,943,591
Restricted	7,133,841	9,448,217
Unrestricted (Deficit)	(1,683,652)	(322,064)
Total Net Position	20,222,194	19,069,744

A large portion of the District's net position, \$14,772,005, reflects its net investment in capital assets (for example, land, buildings, machinery, and equipment), less any related debt used to acquire those assets that is still outstanding. The District uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the District's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion, \$7,133,841, of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining deficit of \$1,683,652, represents unrestricted net position and may be used to meet the government's ongoing obligations to citizens and creditors.

**NILES TOWNSHIP DISTRICT FOR SPECIAL EDUCATION #807**

**Management's Discussion and Analysis**

**June 30, 2023**

**GOVERNMENT-WIDE FINANCIAL ANALYSIS - Continued**

	Change in Net Position	
	2023	2022
Revenues		
Program Revenues		
Charges for Services	\$ 19,690,567	17,677,313
Operating Grants/Contrib.	5,010,922	8,818,692
General Revenues		
Evidence Based Funding	928,138	928,138
(Loss) on Investments	(1,555,534)	407,678
Other Revenues	296,416	255,068
Total Revenues	<u>24,370,509</u>	<u>28,086,889</u>
Expenses		
Instruction	11,512,847	10,664,867
Support Services	7,089,387	6,315,580
Community Services	263,740	235,519
State Retirement Contributions	3,941,804	3,310,230
Interest on Long-Term Debt	64,359	100,478
Total Expenses	<u>22,872,137</u>	<u>20,626,674</u>
Change in Net Position	1,498,372	7,460,215
Net Position - Beginning as Restated	<u>18,723,822</u>	<u>11,609,529</u>
Net Position - Ending	<u><u>20,222,194</u></u>	<u><u>19,069,744</u></u>

Net position of the District's governmental activities increased by 8.0 percent (a restated \$18,723,822 in 2022 compared to \$20,222,194 in 2023). Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints, totaled a deficit of \$1,683,652 at June 30, 2023.

Revenues for governmental activities totaled \$24,370,509, while the cost of all governmental functions totaled \$22,872,137. This results in a surplus of \$1,498,372. In 2022, revenues of \$28,086,889 exceeded expenses of \$20,626,674, resulting in a surplus of \$7,460,215. The surplus in FY23 resulted from increases in charges for services and other revenues.

**NILES TOWNSHIP DISTRICT FOR SPECIAL EDUCATION #807**

**Management's Discussion and Analysis**

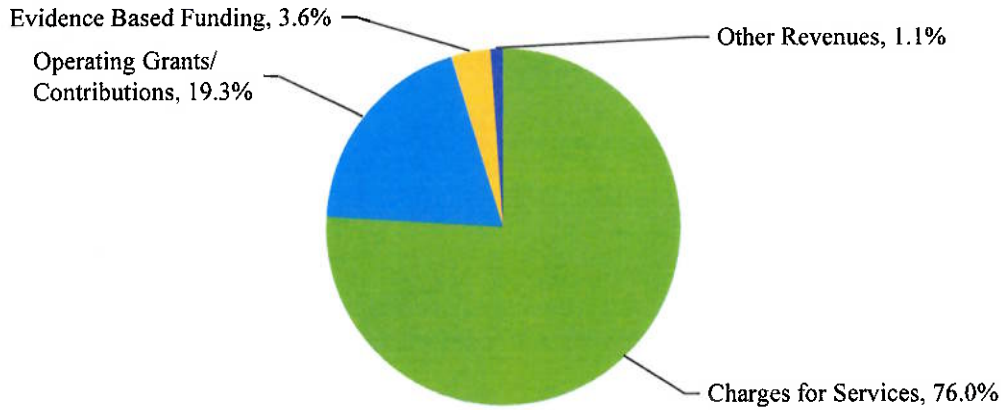
**June 30, 2023**

---

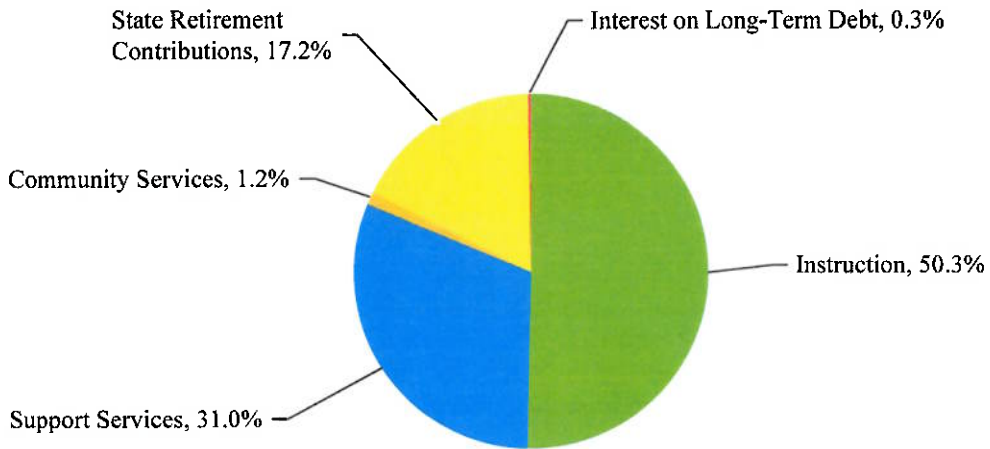
---

**GOVERNMENT-WIDE FINANCIAL ANALYSIS - Continued**

**Revenues by Source**



**Expenses by Source**



## **NILES TOWNSHIP DISTRICT FOR SPECIAL EDUCATION #807**

### **Management's Discussion and Analysis**

**June 30, 2023**

---

---

### **FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS**

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

#### **Governmental Funds**

The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The District's governmental funds reported combined ending fund balances of \$13,522,530, which is \$4,412,309, or 24.6%, lower than last year's total of \$17,934,839. Of the \$13,522,530 total, \$6,388,689, or 47.2%, of the fund balance constitutes unassigned fund balance.

Actual revenues, excluding on-behalf payments, for FY23 were \$20,428,705. Actual expenditures, excluding on-behalf payments, totaled \$24,841,014. The remainder of revenues came from other local, state, and federal grant sources.

The General Fund decreased \$1,094,508 for an ending fund balance of \$10,861,361. This was due to transfers out of \$1,550,000 to the Capital Projects Fund.

The Capital Projects Fund decreased \$3,317,801 for an ending fund balance of \$2,661,169. This was due to decreased revenues from the prior year.

#### **GENERAL FUND BUDGETARY HIGHLIGHTS**

The General Fund is the District's largest budgeted fund and consists of the General and Medicaid Accounts. The General Fund's actual revenues, exclusive of on behalf payments, of \$19,911,504 were lower than budgeted revenues, exclusive of on behalf payments, by \$908,520. Actual expenditures, exclusive of on behalf payments, of \$19,456,012, were lower than budgeted expenditures, exclusive of on behalf payments, of \$21,262,975 by \$1,806,963.

**NILES TOWNSHIP DISTRICT FOR SPECIAL EDUCATION #807**

**Management's Discussion and Analysis  
June 30, 2023**

---

---

**CAPITAL ASSETS**

The District's investment in capital assets for its governmental activities as of June 30, 2023 was \$17,709,903 (net of accumulated depreciation). This investment in capital assets includes land, construction in progress, land improvements, buildings, and equipment.

	Capital Assets - Net of Depreciation	
	2023	2022
Land	\$ 159,845	159,845
Construction in Progress	15,130,817	10,270,646
Land Improvements	911,380	1,007,314
Buildings	1,203,563	1,293,032
Equipment	304,298	123,715
Total	<u>17,709,903</u>	<u>12,854,552</u>

This year's major additions included:

Construction in Progress	\$ 4,860,171
Equipment	<u>207,097</u>
	<u>5,067,268</u>

Additional information on the District's capital assets can be found in Note 3 of this report.

**DEBT ADMINISTRATION**

The District decreased total outstanding debt by \$318,985 during the fiscal year. At year end, total outstanding debt amounts to \$2,937,898.

	Long-Term Debt Outstanding	
	2023	2022
Special Education Bonds	\$ 2,595,000	2,865,000
Unamortized Premium	<u>342,898</u>	<u>391,883</u>
	<u>2,937,898</u>	<u>3,256,883</u>

Additional information on the District's long-term debt can be found in Note 3 of this report.

## **NILES TOWNSHIP DISTRICT FOR SPECIAL EDUCATION #807**

### **Management's Discussion and Analysis**

**June 30, 2023**

---

---

### **ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES**

At the time these financial statements were prepared and audited, the District was aware of the following existing circumstances that could significantly affect its financial health in the future.

- A significant ISBE procedural change at the end of FY20 impacted the receipt of IDEA flow-through funds to the cooperative in FY21 and greatly impacted the District's cash flow.
- The Evidence Based Funding (EBF) model passed in FY18 has impacted the District. Special education personnel reimbursements is now a strand within EBF and is paid at the Hold Harmless amount from FY17 even though the cooperative's salary costs increased each year since FY18.
- The uncertainty of state funding through Evidence Based Funding continues to affect the District's state funding levels and timing of state receipts.
- The rising cost of healthcare could impact the cost for Board-paid benefits for District employees in the future.
- The implementation of the financial model being used by the District must be closely monitored to be sure it continues to be equitable and effective.
- The District should continue to monitor the future of Medicaid funding to school districts.
- Ongoing capital improvement costs incurred for the renovation of the Molloy Education Center must be continually monitored through the end of the construction process.
- This District expended all ESSER III funds and needs to continue to seek out additional grants and sources of revenue.

### **REQUESTS FOR INFORMATION**

This financial report is designed to provide a general overview of the District's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional information should be directed to Niles Township District for Special Education #807, 8701 Menard Avenue, Morton Grove, Illinois 60053.

# Niles Township District for Special Education #807

## Fund Balances

Fiscal Year: 2022-2023

Month: 6  Include Cash Balance

Year: 2023

Fund Type:  FY End Report

Fund	Description	Beginning Balance	Revenue	Expense	Transfers	Fund Balance
10	EDUCATIONAL	\$8,472,232.94	\$20,867,676.05	(\$19,433,257.36)	(\$1,550,000.00)	\$8,356,651.63
12	MEDICAID	\$3,447,884.11	\$957,213.12	(\$89,058.09)	\$0.00	\$4,316,039.14
20	OPERATIONS & MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30	DEBT SERVICE	(\$322,162.22)	\$379,200.00	(\$379,200.00)	\$0.00	(\$322,162.22)
40	TRANSPORTATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60	CAPITAL PROJECTS	\$8,459,237.62	\$138,000.00	(\$6,176,703.18)	\$1,550,000.00	\$3,970,534.44
70	WORKING CASH	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99	STUDENT ACTIVITIES	\$19,571.41	\$13,101.81	(\$13,913.68)	\$0.00	\$18,759.54
Grand Total:		\$20,076,763.86	\$22,355,190.98	(\$26,092,132.31)	\$0.00	\$16,339,822.53

End of Report

Niles Township District for Special Education #807  
Statement of Revenues, Expenditures and Fund Balance  
For the Period Ending June 30, 2023

**Cash General Fund Balance as of July 1, 2022** \$ 8,472,233

<b>Revenues:</b>			
LOCAL			
	From Member Districts	\$ 14,929,740	(Includes FY 22 fees paid in FY 23)
	From Non-Member Districts	\$ 3,546,305	
	Other Grants / Donations		
	Interest	\$ 351,262	
	Purchased Services	\$ 75,783	
	ESY	\$ 429,575	
	Medicaid FB Transfer	\$ -	
STATE	Evidence Based Funding	\$ 928,138	
	Special Ed Transportation	\$ 51,841	
FEDERAL	ESSER	\$ 332,439	(Includes FY 22 paid in FY 23 and FY 23)
	LAN 41	\$ 222,593	
<b>TOTAL REVENUE</b>		<b>\$ 20,867,676</b>	
<b>Expenditures:</b>			
	All funds	\$ 19,433,257	
<b>TOTAL EXPENDITURES</b>		<b>\$ 19,433,257</b>	
	Excess of Revenue over Expenditures	\$ 1,434,419	
<b>TRANSFER TO FUND 60</b>		<b>\$ (1,550,000)</b>	
<b>General Fund Balance as of June 30, 2023</b>		<b>\$ 8,356,652</b>	*

\* Fund 10 balance noted above as of 6-30-23 does not include \$4,316,039 in obligated Medicaid funds or or \$3,970,534 in Fund 60 which is committed for construction only.

NTDSE ENROLLMENT DATA  
DECEMBER 31, 2023

<b>STUDENTS</b>	<b>September</b>	<b>September/October</b>	<b>November/December</b>
<b>Molloy</b>	144	146	147
<b>Satellite (K-8)</b>	129	130	130
<b>Meyer (EC)</b>	17	18	18
<b>Total</b>	290	294	295

**NTDSE ENROLLMENT DATA BY DISTRICT**

<u>DISTRICT</u>	<u>SATELLITE</u>	<u>PROJECT CLASS</u>	<u>LIFE SKILLS</u>	<u>PROJECT ABLE</u>	<u>CHANGE</u>	<u>TOTAL</u>	<u>Out-of-District Students</u>	<u>Out Placed Therapeutic Day Students</u>	<u>Private/Parochial Schools by District</u>
50			1			1	1		
62			2			2	2		
63		1				1	1		
64	1	2	2			5	5		
67	14	6			-1	20			
68	26	21	5	7	3 / -2	59		4	22
69	3	7	1	3	1	14		1	26
70	19	10	1	5	1 / -1	35			10
71	5	4	2		1 / -1	11			5
72	18	3	1		-1	22			19
73	7	2	1		1	10			
73.5	25	9	3	1	2 / -2	38		2	
74	29	8	1	2		40		3	
84.5	1					1	1		
158			1			1	1		
207		7	2			9	9		
219		11	15			26	26		
<b>TOTAL</b>	<b>148</b>	<b>91</b>	<b>38</b>	<b>18</b>	<b>9/ -8</b>	<b>295</b>	<b>46</b>	<b>10</b>	<b>82</b>

Your Name	Who demonstrated the "Just Do It" motto this week?
Kelle Totsch	Brook Dahm and Amanda Singer- so incredibly positive!
Amy Grmusich	Amy (Amanda) Wielgus-Hagerty for having such a great energy and always putting a smile on my face!!!
Amy Grmusich	Jerika Smith - She has such great relationships with all her students and no matter what is thrown her way she is positive and flexible!
Amy Grmusich	Amy Chiu - It has been a busy month for her in my classroom and she has ROCKED it. She is such an asset to Molloy and goes out of her way to help everyone no matter how busy she is!
Casey Nakawatase Robinson	My paras: Lisa , Papiya, and Rozan. They are the hardest workers and keep our classroom running. The love they have for our students is evident in everything they do. They are so helpful and go above and beyond to take the best care of our students. I appreciate them so much!
Shannon Egan	My paras have been so positive and helpful as we prepare for an additional student in my room next week! I couldn't do this without their support!
Al Martin	I really appreciate everyone who made the PALS trip Holiday party at Old Orchard Junior High School a huge success!
Amanda Hagerty	Shannon Egan has one of the most well run classrooms I have seen. She is a fabulous case manager, team meeting leader, and data and paperwork completer. Her newest schedule within a schedule sheets document is one of the most efficient I have seen. This all really sets her students up for success.
Jeanne Besetzny	Jeanne Cushing - You are the BEST!! Thank you so much for keeping our Sit and Spin Scarves clean throughout the week!
Jeanne Besetzny	Jeanine C. and Lori S. Thank you for your constant support during our Monday morning MT Group in Devin Kubichan's room. I appreciate your calm presence!
Karlee Soloko	Kim O'Connor has made all of my re-evaluation dreams come true in a very timely manner. Thanks for the time and effort, Kim!
Karlee Soloko	Colleen Ward. Period.
Mara Collard	Mara let me observe a music therapy session and I have also observed her leading Sit and Spin. Mara knows her students on a very personal level, meeting them exactly where they are and challenging them to reach their goals. She means business, setting high expectations while prioritizing a sense of belonging, emotional well-being, and community within her sessions. She works flexibly with each student's strengths and fluently provides instruction and feedback to classroom staff supporting the session. What a joy to watch!
Karlee Soloko	The PBA Team. End of story.
Sara Lapidus	Marly had the best unit for December! Everyone loved learning about Hygge and having a celebration during our last class before break! Thanks for being so creative!